HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT
Suite 100, 707 Orchid Drive
Naples, FL 34102

July 13, 2022

Board of Supervisors
Hacienda North Community Development District

Dear Board Members:

An Organizational Meeting of the Board of Supervisors of the Hacienda North Community Development District will be held on **July 13, 2022** at **9:00 a.m.,** at the **Offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, FL 34103**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comment Period
3. Affidavit of Publication — Exhibit 1

GENERAL DISTRICT ITEMS

4. Administration of Oath of Office to Initial Board of Supervisors *(the following to also be provided in a separate package*
   - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
   - B. Membership, Obligations and Responsibilities
   - C. Chapter 190, Florida Statutes
   - D. Financial Disclosure Forms
     - i. Form 1: Statement of Financial Interests
     - ii. Form 1X: Amendment to Form 1, Statement of Financial Interests
     - iii. Form 1F: Final Statement of Financial Interests
   - E. Form 8B: Memorandum of Voting Conflict

5. Consideration of **Resolution 2022–01**, Canvassing and Certifying the Results of the Landowner's Election of Supervisors. — Exhibit 2

6. Consideration of **Resolution 2022-02**, Electing the Officers of the District — Exhibit 3

ORGANIZATIONAL MATTERS

7. Consideration of the Following Organizational Matters:
   - A. **Resolution 2022-03**, Appointing District Manager — Exhibit 4
   - B. **Resolution 2022-04**, Appointing District Counsel — Exhibit 5
   - C. **Resolution 2022-05**, Appointing Interim District Engineer — Exhibit 6

D. **Resolution 2022-06**, Designating Registered Agent and Registered Office — Exhibit 7

E. **Resolution 2022-07**, Designating Local Records Office — Exhibit 8

F. **Resolution 2022-08,** Setting Forth the Policy of the District with Regard to the Support and Legal Defense of the Board of Supervisors and District Staff — Exhibit 9

G. **Resolution 2022-09**, Annual Meeting Schedule for Fiscal Year 2022. — Exhibit 10

H. Discussion/Consideration: Board Member Compensation

I. **Resolution 2022-10**, Adopting Policies and Procedures Relating to the Public's Opportunity to be Heard; Designating Public Comment Periods; Designating a Procedure to Identify Individuals Seeking to be Heard; Addressing Public Decorum; Addressing Exceptions; Providing for Conflicts, Providing for Severability and Providing an Effective Date — Exhibit 11

J. Consideration of Publication of Notices of Rule Development and Rulemaking Relating to Rules of Procedure

   i. Rule Notices — Exhibit 12
      - Notice of Rule Development
      - Notice of Rulemaking

   ii. Proposed Rules of Procedure — Exhibit 13

   iii. Consideration of **Resolution 2022-11**, Setting Public hearing on Adoption of Rules of Procedure — Exhibit 14

K. Consideration of **Resolution 2022-12**, Adoption of Records Retention Policy; and Providing for Severability and Effective Date — Exhibit 15

L, Consideration of **Resolution 2022-13,** Travel Reimbursement Policy — Exhibit 16

M. Consideration of **Resolution 2022-14,** Adoption of Prompt Payment Act Policies and Procedures — Exhibit 17

N. Consideration of **Resolution 2022-15,** Authorizing Filing of Notice of Establishment — Exhibit 18

O. Consideration of **Resolution 2022-16**, Authorizing Chairman to

	Execute Plats, Permits and Conveyances	Exhibit 19
P.	Authorization for District Manager to secure hosting web server, design District website and obtain quote from V Global Tech for maintaining Website and ADA compliance.	
Q.	**Resolution 2022-17**, Internal Controls Policy	Exhibit 20
R.	**Resolution 2022-18**, Continuing Disbursement	Exhibit 21
S.	**Resolution 2022-19**, Approving Florida Statewide Mutual Aid Agreement	Exhibit 22

BUDGETARY MATTERS

8. Consideration of the Following Budgetary Matters:

A.	**Resolution 2022-20**, Approving Fiscal Year 2021/2022 Proposed Annual Budget	Exhibit 23
B.	Consideration of Developer Funding Agreement for Fiscal Year 2021-2022	Exhibit 24
C.	**Resolution 2022-21**, Designating a Qualified Public Depository	Exhibit 25
D.	**Resolution 2022-22,** Authorization to Establish Checking Account and Designation of Authorized Signatories for Operating Account(s)	Exhibit 26
E.	Authorization to Obtain General Liability and Public Officers' Insurance	
F.	**Resolution 2022-23**, Adopting Alternative Investment Guidelines	Exhibit 27

FINANCING MATTERS

9. Consideration of the Following Financing Matters:

A.	**Resolution 2022-24,** Expressing the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments	Exhibit 28
B.	**Resolution 2022-25,** Master Bond Authorizing Resolution	Exhibit 29
C.	Consideration of Engagement of Bond Financing Professionals	
	i. Underwriter: MBS Capital Markets LLC	Exhibit 30
	ii. Bond Counsel: Bryant Miller Olive P.A.	Exhibit 31
D.	Consideration of Bond Financing Team Funding Agreement	Exhibit 32
E.	Consideration of Fee Schedule for Trustee, Paying Agent and	

	Registrar Services	Exhibit 33
F.	Consideration of the Master Engineer's Report for Bond Validation	Exhibit 34
G.	Consideration of Master Assessment Methodology for Bond Validation	Exhibit 35
H.	**Resolution 2022-26**, Initial Capital Assessment Resolution	Exhibit 36
I.	**Resolution 2022-27**, Notice of Assessment Public Hearing Resolution	Exhibit 37

MISCELLANEOUS ITEMS

10. Consideration of the Following Miscellaneous Matters:

A.	**Resolution 2022-28**, Authorizing Chairman to execute Hacienda Boulevard Phase One Plat	Exhibit 38
B.	**Resolution 2028-29**, Authorizing Chairman to execute Hacienda Portion of Phase 1 Plat	Exhibit 39

OTHER BUSINESS

11. Staff Reports

12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

EXHIBIT 1

Naples Daily News
PART OF THE USA TODAY NETWORK
Published Daily
Naples, FL 34110

HACIENDA NORTH COMMU NITY DEVELOPMEN
707 ORCHID DR # 100

NAPLES, FL 34102-5014

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said
Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper issue(s) dated or by publication on the newspaper's website, if authorized, on

Issue(s) dated: 06/23/2022, 06/28/2022

Subscribed and sworn to before on June 28, 2022:

Notary, State of WI, County of Brown

5.15.23

My commission expires

Publication Cost: $1,008.00
Ad No: 0005310847
Customer No: 2205087
PO #:

# of Affidavits 1

This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within the Hacienda North Community Development District ("District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 197.82 acres, located entirely within unincorporated Collier County Florida, east of Collier Boulevard (CR 951) and north of Rattlesnake Hammock Road, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened an organizational meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, the appointment of staff including, but not limited to, manager, attorney, and others as deemed appropriate by the Board, and to conduct any other business that may come before the Board.

DATE: July 13, 2022
TIME: 9:00 A.M.
PLACE: Offices of Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102, (239) 269-1341. 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 of Supervisors 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 District Manager, Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102, (239) 269-1341. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (239) 269-1341 at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District 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.

District Manager
June 23 & June 28 No. 5310847

EXHIBIT 2

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS FOR HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, based upon records made available to Hacienda North Community Development District (the "District"), the District currently has less than 250 qualified electors in the District; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, the District called a landowners' meeting for the purpose of holding such a landowners' election; and

WHEREAS, following proper publication of notice thereof, such landowners' meeting was held July 13, 2022, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, this Resolution canvasses the votes, and declares and certifies the results of said election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in his/her favor as shown:

_____ ____ Votes

_____ ____ Votes

_____ ____ Votes

_____ ____ Votes

_____ ____ Votes

SECTION 2. In accordance with said Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following term of office:

_____	_____ ( ) year term
_____	_____ ( ) year term
_____	_____ ( ) year term
_____	_____ ( ) year term
_____	_____ ( ) year term

SECTION 3. Said terms of office shall commence immediately upon the adoption of this Resolution.

SECTION 4. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 5. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED THIS 13th day of July, 2022.

Attest:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman/Vice-Chairman

EXHIBIT 3

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Hacienda North Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida, and;

WHEREAS, the Board of Supervisors of the District desires to elect the below recited persons to the office specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

1. The following persons are appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Secretary
_____	Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____
Secretary / Assistant Secretary

_____
Chairman / Vice Chairman

EXHIBIT 4

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL ADVISOR IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hacienda North Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") must employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Financial Advisor to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to directing the assigned Trustee; to invest District funds consistent with any and all Indentures and to maximize return; and

WHEREAS, the Board has determined that the appointment of a Financial Advisor and Investment Representative is necessary; and

WHEREAS, the Board desires to appoint a District Manager, Financial Advisor and Investment Representative and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Real Estate Econometrics, Inc. is appointed as District Manager, Financial Advisor, and Investment Representative and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as Exhibit A.

Section 2. This authorization shall be continuing in nature until revoked by the District.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:	**HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**
Secretary/Assistant Secretary	**Chairman**

Exhibit A

Planning – Execution – Results ©

Real Estate Econometrics, Inc.

PROPOSAL

TO: _____
Chairman
Hacienda North Community Development District

FROM: G. Russell Weyer
President
Real Estate Econometrics, Inc.

SUBJECT: Hacienda North Community Development District Management, Lien Book and Tax Roll Agreement

DATE: July 13, 2022

Background

Hacienda North ("Project") is a large master-planned, mixed-use community located on the east side of Collier Boulevard in south Collier County. The Project is served by its own community development district, the Hacienda North Community Development District ("District"), formed in 2022 under Chapter 190, Laws of Florida ("the Act"). This District is interested in obtaining a proposal from Real Estate Econometrics, Inc. ("REEI") to manage all aspects of the District's operations including accounting services, minutes and public records services.

District Management Services

General Services

REEI will organize the meetings of the District's Board of Supervisors. This includes, but is not limited to, providing agenda packages, scheduling meetings, and publicizing Board meeting and public hearing notices pursuant to Florida law.

REEI will prepare and submit to the District's Board of Supervisors a proposed annual budget and administer the adopted budget of the District. This will include the processing of the District's accounts payable and receivable.

REEI will consult with the District's Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

REEI will also consult with and advise the District on matters related to the operation and maintenance of the Districts' public infrastructure and oversee the operation and maintenance of that infrastructure. REEI will also work in coordination with the District Engineer to oversee the work of District contractors and employees related to this end.

REEI will comply with all documentation and reporting requirements of the Act, Chapter 189 F.S., and other laws of Florida applicable to special districts.

REEI will draft all necessary District resolutions and other documents that are not provided by the District Counsel or Bond Counsel.

REEI will act as the primary point of contact for property owners within the District for all District-related matters.

Accounting Services

REEI will define and implement an integrated management reporting system which will allow the District to represent fairly and with full disclosure the financial position of the District. Such system will comply with the requirements of the Generally Accepted Accounting Principles (GAAP) for government fund accounting. REEI coordinates accounting services with an outside accountant who assists REEI and the District with monthly District journal entries and with the annual District audit.

REEI will track all of the District's fund activities and provide monthly details on this activity. Monthly government fund financial statements will be provided along with year-end annual statements. A budget-to-actual summary will also be provided to members of the Board of Supervisors on a regular basis.

All accounting services will be coordinated with the District's auditors to assure a smooth and efficient audit of the District's books.

Minutes and Records Management Services

REEI will define and implement a system of records management for the District, including a concise and accurate record of the official actions of the Boards of Supervisors and any District committees. Audio and written minutes of the Board of Supervisor's meetings will be maintained in accordance with Florida law.

Public Records

REEI understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, REEI agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. REEI acknowledges that the designated public records custodian for the DISTRICT is G. Russell Weyer ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the REEI shall 1) keep and maintain public records required by the DISTRICT to perform the Services; 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 Agreement term and following the Agreement term if the REEI does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in REEI'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 REEI, the REEI 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. Failure of REEI to comply with Section 119.0701, Florida Statutes may subject REEI to penalties under Section 119.10, Florida Statutes. Further, in the event REEI fails to comply with this Section or Section 119.0701, Florida Statutes, DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF REEI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE REEI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS G. RUSSELL WEYER C/O REAL ESTATE ECONOMETRICS, INC. AT (239) 269-1341, RWEYER@REE-I.COM, OR 707 ORCHID DRIVE, SUITE 100, NAPLES, FL 34102. OR CONTACT GREG URBANCIC, DISTRICT COUNSEL, AT (239) 435-3535 OR 4001 TAMIAMI TRAIL NORTH, SUITE 300, NAPLES, fl 34103. REEI WILL COMPLY WITH ALL PUBLIC RECORDS REQUESTS AND MAINTAIN AN UP-TO-DATE RECORDS OF PROCEEDINGS WITHIN THE BOUNDARIES OF THE LOCAL MUNICIPALITY.

E-Verify

Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor relating to the services under the Agreement, the subcontractor must register with and use the E-Verify system and provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Contractor knowingly violated Section 448.095, Florida Statutes, but Contractor otherwise complied with its obligations hereunder, District shall promptly notify the Contractor and upon said notification, Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in the Agreement to the contrary, District may immediately terminate the Agreement for cause if there is a good faith belief that Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of the Agreement.

Fee Proposal

Compensation

District Management Services

The professional fee for District management, accounting, and minutes and records services for the scope of work outlined above under general services, accounting services and minutes and public records services is $2,500 per month, which shall be billed monthly and is payable out of the District's general fund. Adjustments to the fee in the future will be negotiated between REEI and the Board based on the projected level of work at the District.

All other work not included in the scope above will be invoiced at our standard hourly rate of $200. REEI will present adjusted hourly rates to the Board as they change from time to time.

Expenses

Reasonable out-of-pocket expenses incurred by REEI in the performance of his duties shall be billed and paid on a monthly basis in accordance with Chapter 112.061, F.S. It is recommended that the District budget $2,000 for expenses for the District's fiscal year.

General Provisions

District Manager Not to Participate As Underwriter

The District Manager is precluded from being an underwriter of any debt obligations issued by the District and shall not participate, in any manner, in the initial syndication for the issuance of any of the District's debt obligations.

Termination of Relationship

Either party hereto shall have the right to terminate the relationship between the District and the District Manager, at any time and for any reason whatsoever, upon providing the other party with a minimum of sixty (60) days advance written notice of intention to terminate. The notice shall be mailed to the person and address specified for use in the giving of notice, in the Notice section below, hereof. Should the relationship be terminated, all work product produced by the District Manager, to the date of termination, shall be the sole property of the District. The District Manager's fee shall be prorated according to the amount of work completed as determined by the District. Finally, the District Manager shall be entitled to all expenses not reimbursed as of the notice of termination.

Disclaimer of District Manager

The District acknowledges that the District Manager is not an attorney and may not render legal advice or opinions. Although the District Manager may participate in accumulating information necessary for documents required by the District to finalize any particular financing, such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the District Manager or the correctness of any information originated by the District Manager which the District Manager has used to formulate its opinions and advice given to the District.

Time of the Essence

The District and the District Manager agree that time is of the essence and that the services of the District Manager shall be performed expeditiously.

Term of This Agreement

This agreement shall have a term of 3 years from the date of its execution. It may be renewed periodically by mutual agreement of the parties.

Entire Agreement

This agreement constitutes the entirety of the terms and conditions of the agreement between the parties for District Management services.

Notices

All notices, requests, or authorizations which may from time to time be required or expedient shall be in writing and shall be delivered or mailed as follows:

District:	Mr. Greg Urbancic, Esq. District Counsel Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building 4001 Tamiami Trail N., Suite 300 Naples, Florida 34103
District Manager:	Real Estate Econometrics, Inc. Suite 100 707 Orchid Drive Naples, Florida 34102

Authority to Execute

Each of the parties hereto covenant to the other that it has the lawful authority to enter into this relationship, that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this 13th day of July, 2022.

Board of Supervisors
Hacienda North Community Development District

Signature_____
Chairman

Printed Name _____

Signature_____
Real Estate Econometrics, Inc.

Printed Name G. RUSSELL WEYER

EXHIBIT 5

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT COUNSEL AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hacienda North Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, pursuant to Section 190.011, Florida Statutes**,** the Board of Supervisors of the District (hereinafter the "Board") may contract for the services of consultants to perform, planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint a District Counsel and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Coleman Yovanovich & Koester, P.A. is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as Exhibit A.

Section 2. This authorization shall be continuing in nature until revoked by the District.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2020.

ATTEST: **HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary **Chairman**

Exhibit A

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Writer's Email:
gurbancic@cyklawfirm.com

June 25, 2022

VIA E-MAIL ONLY (Rweyer@ree-i.com)

Hacienda North Community Development District
Attn: G. Russell Weyer, District Manager
c/o Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, FL 34102

Re: Hacienda North Community Development District
Proposal for District Counsel General Legal Representation

Board of Supervisors:

Thank you for this opportunity to provide you with our proposal for the provision of legal services to Hacienda North Community Development District (the "District"). The purpose of this letter is to set forth our proposal for legal representation as District Counsel for the District.

General representation of the District includes services, as requested by the District, including the following: (i) attendance at meetings of the Board of Supervisors of the District; (ii) preparation and review of contracts; (iii) representation of the District in administrative hearings and before the applicable county commissions; (iv) coordination with district management and supervisors on legal issues; (v) consultation with supervisors on the Government in the Sunshine Law, Public Records Law and ethical issues; and (vi) general monitoring compliance by the District with applicable laws and notice requirements. Representation also includes compliance with Section 119.0701, Florida Statutes in relation to public records, as applicable. As required, certain disclosure provisions are attached as Exhibit "A" and included pursuant to the requirements of applicable law. For purposes of representing the District, Gregory L. Urbancic, Esq. and Meagan Magaldi, Esq. would initially be the primary providers of service to the District.

Our fees for general legal services to be provided to the District will be based upon the amount of time expended by our attorneys and paralegals. The hourly rate to be charged for Greg Urbancic's general legal services to the District would be $350.00 per hour and Meagan Magaldi's rate would be $165.00 per hour. The hourly rates for other attorneys in our firm that may work on this matter range from $150.00 to $450.00 per hour. Hourly charges for paralegal services are presently $125.00 per hour. These rates may be modified over time. Our statement reflects the rates in effect at the time invoiced services were performed. It is our practice to charge clients the regularly hourly rate for time for traveling in connection with business for our clients.

Costs or disbursements we advance on the District's behalf will be charged to the District. Such costs will include long distance telephone and toll charges, authorized travel expenses, copying charges, messenger service, expedited mail, filing fees, court costs, recording fees and other out-of-pocket expenses which we reasonably incur in connection with our representation of the District. We will render statements to the District monthly covering services rendered and disbursements incurred during the preceding month. We expect payment of each statement upon its rendition and in no event later than thirty days.

The District may terminate our representation at any time by notifying us in writing, arranging to pay the final bill, and approving written instructions of the disposition of the papers and property which are in our possession. Upon such termination, the District's papers and property will be returned to the District promptly upon our receipt of payment of outstanding statements for services and disbursements in our final bill. Our files pertaining to the matter will be retained. Termination of services will not affect the District's responsibility to pay for legal services rendered and disbursements incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct, which describe several types of conduct or circumstances which require or allow us to withdraw from representing a client. Nonpayment of fees or disbursements, misrepresentation or failure to disclose material facts, action contrary to our advice and conflict of interest with another client are examples of several such circumstances or conduct. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal. If withdrawal ever becomes necessary, we will immediately give the District written notice of our withdrawal.

The scope of the work described herein does not include work with regard to any proposed issuance of bonds by the District (including any applicable Circuit Court validation, preparing and issuing an issuer's counsel opinion letter, or reviewing engineer's reports and assessment methodologies relating to any bond issue). Should the District pursue such an issuance of bonds in the future, our firm would be willing to provide these services to the District in a manner to be agreed upon at a later date.

To evidence the District's consent to this arrangement, please sign the bottom portion of this letter where indicated and return a copy to us. We appreciate the opportunity to represent the District in this matter and look forward to working with the District. Our representation of the District will commence upon receipt of the executed retention letter.

Please contact us if you have any questions regarding this proposal.

Sincerely,

Gregory L. Urbancic
For the Firm

THE DISTRICT AGREES TO THE ABOVE TERMS.

_____
Chairman, Hacienda North Community Development District

_____
Date

EXHIBIT "A"- Additional Provisions

Public Records. Coleman, Yovanovich & Koester, P.A. ("Contractor") understands and agrees that all documents of any kind provided to the District in connection with this engagement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is G. Russell Weyer ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the services; 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 engagement and following the engagement if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of engagement, transfer to the District, at no cost, all public records in Contractor'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 Contractor, Contractor 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. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (G. RUSSELL WEYER C/O REAL ESTATE ECONOMETRICS, INC.) AT (239) 269-1341; RWEYER@REE-I.COM, OR 707 ORCHID DRIVE, SUITE 100, NAPLES, FL 34102.

E-Verify: Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Contractor knowingly violated Section 448.095, Florida Statutes, but Contractor otherwise complied with its obligations hereunder, District shall promptly notify the Contractor and upon said notification, Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Contractor.

WAIVER OF CONFLICT OF INTEREST

Hacienda Lakes of Naples, LLC, a Florida limited liability company ("Hacienda") and Hacienda North Community Development District ("HNCDD") acknowledge that Coleman, Yovanovich & Koester, P.A. ("CYK") is currently and/or has previously represented Hacienda and its affiliates in various matters. Hacienda and HNCDD acknowledge that CYK is being engaged to represent HNCDD as district counsel including, without limitation, representation of HNCDD on general representational matters, bond validation and bond financings undertaken by HNCDD.

HNCDD agrees that CYK may continue to represent Hacienda on all matters. HNCDD has had an opportunity to discuss the conflict waiver evidenced hereby with separate independent counsel and by execution hereof, HNCDD waives any conflict of interest that it may otherwise assert arising out of CYK's representation of Hacienda in all other matters.

Hacienda has had an opportunity to discuss the conflict waiver evidenced hereby with separate independent counsel and by execution hereof, Hacienda waives any conflict of interest that Hacienda may otherwise assert arising out of CYK's representation of HNCDD.

If a dispute arises between Hacienda and HNCDD, and such dispute cannot be resolved amicably and without litigation or threat of litigation, HNCDD and Hacienda agree and acknowledge that CYK shall not represent either party in such dispute.

By signing below, both parties agree to the terms and provisions set forth herein and the waiver of any conflict of interest in connection with the representations described above. This Waiver may be executed by the parties in counterparts.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

By:_____
_____, Chairman

HACIENDA LAKES OF NAPLES, LLC,
a Florida limited liability company

By:_____
David E. Torres, Manager

EXHIBIT 6

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE INTERIM DISTRICT ENGINEER AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hacienda North Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the Board of Supervisors of the District (hereinafter the "Board") may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint an Interim District Engineer and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Atwell LLC is appointed as Interim District Engineer and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as Exhibit A.

Section 2. This authorization shall be continuing in nature until revoked by the District.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman

Exhibit A

INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of July, 2022, by and between:

Hacienda North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "District"), and

Atwell, LLC, a Florida limited liability company, with a mailing address of _____ ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by ordinance of Collier County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering planning and/or study activities, as defined by separate work authorization(s); and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of the services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

2. SCOPE OF SERVICES. Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s) as defined herein, including:

A. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors;

B. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks; and

C. Any other items requested by the Board of Supervisors.

3. REPRESENTATIONS. Engineer hereby represents to the District that:

A. It has the experience and skill to perform the services required to be performed by this Agreement.

B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.

C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.

D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District. The Work Authorization #1 attached hereto as **Exhibit A** is hereby *approved*.

5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or for recurring services or other projects where the District desires to use hourly compensation rates, the District and

Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

7. TERM OF CONTRACT. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

8. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

9. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such other period as required by law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

10. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

13. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

14. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the amounts set forth in **Exhibit C.** If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the insurance for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on all of the insurance policies listed in **Exhibit C** except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance. Engineer shall furnish the District with the Certificate of Insurance and any applicable endorsements evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and

records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under the Agreement.

17. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth in **Exhibit C** or Two Million Dollars ($2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

18. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

19. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

20. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

A. Keep and maintain public records required by the District to perform the service;

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;

C. Ensure that public records that 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 completion of the Agreement if the Engineer does not transfer the records to the District; and

D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT REAL ESTATE ECONOMETRICS, INC., 707 ORCHID DRIVE, SUITE 100, NAPLES, FL 34102, PHONE (239) 269-1341, AND EMAIL RWEYER@REE-I.COM.

21. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

22. CONFLICTS OF INTEREST. Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions

set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD-PARTIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the jurisdiction of the courts of Lake County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to

recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and paralegals' fees, expert witness fees and costs, at all judicial levels.

29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m., (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

ATWELL, LLC, a Florida limited liability company

_____	_____
Witness	By: _____
	Its: _____

Exhibit A: Approved Work Authorization #1
Exhibit B: Rate Schedule
Exhibit C: Insurance Certificate

Exhibit A

APPROVED WORK AUTHORIZATION #1

July 13, 2022

Hacienda North Community Development District
Collier County, Florida

Subject: **Work Authorization #1**

Dear Chair, Board of Supervisors:

Atwell, LLC, ("**Engineer**") is pleased to submit this work authorization to provide interim engineering services for the Hacienda North Community Development District ("**District**"). We will provide these services pursuant to our current *Interim Engineering Services Agreement*, dated July 13, 2022 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage the services of Engineer on an interim basis to perform those services as necessary for the preparation of a District engineer's report in connection with the issuance of District Bonds, construction administration, and attendance at meetings and bond validation proceedings regarding the District's issuance of bonds.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement. The total fee amount for the scope of work including reimbursement is not to exceed the limits set out in Florida Consultants Competitive Negotiations Act.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Representative

Sincerely,

ATWELL, LLC, a Florida limited liability company By: _____

PROPOSAL
FOR
PROFESSIONAL SERVICES

CLIENT	Real Estate Econometrics, Inc.	**DATE OF ORDER**	06/30/2022
CONTACT	Russ Weyer	**PROPOSAL NO.**	P22004080
ADDRESS	707 Orchid Drive, Suite 100 Naples, FL 34102	**TELEPHONE NO.**	(239) 269-1341

PROPOSAL NAME Hacienda North CDD – District Engineer of Record

SITE LOCATION Collier County, Florida

PROPOSAL SUMMARY

Client requests proposal for engineering professional services to serve as the District Engineer of Record for the Hacienda North CDD.

EXHIBIT C

2022 Fee Schedule – Real Estate & Land Development

Project Management Services

Senior Project Manager	$227/hour
Project Manager I-III	$189 to $208/hour
Project Coordinator I-II	$159 to $174/hour

Engineering & Planning Services

Senior Project Engineer	$202/hour
Engineer/Designer I-V	$128 to $189/hour
Planner/Designer I-IV	$128 to $174/hour
Technician I-V	$54 to $112/hour

Surveying & Mapping Services

Senior Project Surveyor	$202/hour
Project Surveyor I-V	$128 to $189/hour
Senior Crew Chief	$145/hour
Crew Chief I-III	$96 to $131/hour
Crew Member I-II	$68 to $82/hour
Certified sUAS Pilot	$171/hour
Technician I-V	$54 to $112/hour
Senior GIS Analyst	$145/hour
GIS Analyst	$124/hour
GIS Technician	$97/hour

Environmental & Ecological Services

Senior Environmental/Ecological Consultant	$202/hour
Environmental Consultant I-V	$128 to $191/hour
Technician I-V	$54 to $112/hour

Program Management & Construction Advisory Services

Senior Construction Manager	$202/hour
Construction Manager I-II	$174 to $191/hour
Construction Engineer I-II	$128 to $159/hour
Construction Coordinator	$112/hour
Senior Estimator	$189/hour
Estimator	$159/hour
Safety Coordinator	$128/hour
Technician I-V	$54 to $112/hour

Project Administrator I-III	$87 to $101/hour
Project Controller	$89/hour
Principal/Project Executive	$262/hour
Expert Testimony	$300/hour

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

Non-Labor Charges – Standard

Office:

24" X 36" bond black and white plots/copies	$2.50/each
24" X 36" bond black and white mylars	$14/each
24" X 36" color imagery plots/copies	$26/each
24" X 36" standard color plots/copies	$14/each
8.5" X 11" black and white plots/copies	$0.25/each
8.5" X 11" color plots/copies	$1.50/each
11" X 17" black and white plots/copies	$0.50/each
11" X 17" color plots/copies	$2.75/each
County GIS Data	cost + 10%
Postage & Shipping	cost + 10%
Recording Fees	cost + 10%

Field Equipment:

Laser Scanner	$650/day
Photoionization Detector (PID)	$115/day
Ground Penetrating Radar (GPR)	$175/day
4-Gas Monitor w/ Remote Sensor	$85/day
UTV + Trailer	$85/day
Boat	$300 to $600/day
Unmanned Aircraft System (UAS) Drone (Camera)	$175/day
Unmanned Aircraft System (UAS) Drone (LIDAR)	$1,750/day

Field Materials:

Wood Stakes	$1.25/stake
Iron Pipes	$3.50/pipe
Monuments	cost + 10%

Miscellaneous:

Mileage	IRS Rate
Auto Rental	cost + 10%
Fuel	cost + 10%
Air Fare	cost + 10%
Lodging*	cost + 10%
Meals*	cost + 10%
Project Sub-consultants	cost + 15%
Misc./Out of Pocket Expenses**	cost + 10%
Rental Equipment	cost + 15%
Parcel Data	$0.75/parcel
Technology Fee / Specialized Software by Industry	$50 to $100/day

*Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.
**All permit, application, and submittal fees shall be paid directly by the client.

EXHIBIT 7

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes.*

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Greg Urbancic is hereby designated as the Registered Agent for the Hacienda North Community Development District.

SECTION 2. The District's Registered Office shall be located at Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, FL 34103.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this Resolution with Collier County and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT 8

RESOLUTION 2022-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege available to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

WHEREAS, District records are available for public review and inspection at the offices of Real Estate Econometrics, Inc. at 707 Orchid Drive, Suite 100, Naples, FL 34102.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District's local records office shall be located at 707 Orchid Drive, Suite 100, Naples, FL 34102.

SECTION 2. The District's principal headquarters for the purposes of establishing proper venue shall be _____ .

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT 9

RESOLUTION NO. 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE POLICY OF THE DISTRICT WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "**Board**") and the officers of Hacienda North Community Development District (the "**District**") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Supervisors and the District's officers so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

Section 1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following parties shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

a. All members of the Board (each, individually, an "**Supervisor**" and collectively "**Supervisors**"); and

b. The District Manager, Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers (each, individually, an "**Officer**" and collectively "**Officers**").

Section 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Supervisors and Officers, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Supervisor or Officer acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Supervisor or Officer for an act or omission under color of state law, custom or usage, wherein it is alleged that such Supervisor or Officer has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against a Supervisor or Officer from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its Officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

Section 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by a Supervisor or Officer while performing the duties and functions of his or her position.

Section 4. This Resolution is intended to evidence the District's support of Supervisors and Officers who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Supervisor(s) and/or Officer(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The Board may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

Section 5. In the event that the District has expended funds to provide an attorney to defend a Supervisor or Officer who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

Section 6. The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Supervisor or Officer as described in Section 111.07, Florida Statutes. If the action arises under Section 768.28, Florida Statues, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

Section 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the Board participating and voting:

a. The actions of the Supervisor and/or Officer were outside the scope of his or her duties and authority; or

b. The acts or omissions of the Supervisor and/or Officer constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or

c. The Supervisor and/or Officer received financial profit or advantage to which he or she was not legally entitled.

Section 8. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

a. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chair, Vice Chair, District Manager or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Supervisor and/or Officer; and

b. The Supervisor and/or Officer must cooperate continuously and fully with the District in the defense of the action.

Section 9. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

a. Consulting or other outside professional or business activities for which the Supervisor and/or Officer received financial or other material compensation, which are outside the scope of his or her District duties and authority; and

b. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and

c. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and

d. Claims brought against the Supervisors and/or Officer by the Board; and

e. Any indemnification or defense prohibited by law.

Section 10. In the event legal representation or defense is provided pursuant to this Resolution, the Supervisor and/or Officer may either:

a. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or

b. Retain legal counsel chosen by the Supervisor and/or Officer, in which case the District shall have the right to:

i. Approve, in advance, any agreement for legal fees or disbursements; and

ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and

iii. Direct the defense and settle or compromise the action or claim; and

iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Supervisor or Officer.

Section 11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

Section 12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Supervisor and/or Officer.

Section 13. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

Section 14. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

Section 15. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

Section 16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 17. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

Attest:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary

_____
Chair

EXHIBIT 10

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS**,** Hacienda North Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida; and

WHEREAS, the District is required by Section 189.015, Florida Statutes to file quarterly, semiannually or annually a schedule (including date, time and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semiannually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the County in which the District is located.

WHEREAS, the Board desires to adopt a Fiscal Year 2021-2022 annual meeting schedule attached as **Exhibit A**.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

1. The Fiscal Year 2021-2022 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____
Secretary / Assistant Secretary

_____
Chairman / Vice Chairman

EXHIBIT "A"

BOARD OF SUPERVISORS MEETING DATES
HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021-2022

The Board of Supervisors of the Hacienda North Community Development District will hold their regular meetings for Fiscal Year 2021-2022 at the offices of Coleman, Yovanovich & Koester P.A., Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 at 9:00 a.m. unless otherwise indicated as follows:

August 10, 2022
September 14, 2022

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (239) 269-1341 at least two calendar days prior to the meeting.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

EXHIBIT 11

RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors (the "Board") finds that it is in the best interests of the District to adopt by resolution a policy (the "Public Comment Policy") for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting (the "Presiding Officer"), shall ensure that there is at least one period of time (the "Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.

c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.

b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

i. The Presiding Officer may declare a recess.
ii. The Presiding Officer may contact the local law enforcement authority.
iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes,* including those set forth in Section 286.0114(3), *Florida Statutes,* and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT 12

NOTICE OF RULE DEVELOPMENT BY
THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Hacienda North Community Development District (the "District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2021). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 119.07, 189.053, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2021).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at 707 Orchid Drive, Suite 100, Naples, Florida 34102 or by calling (239) 269-1341.

G. Russell Weyer, District Manager

Run Date: _____

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Hacienda North Community Development District on September 14, 2022 at 9 a.m. at Coleman, Yovanovich & Koester P.A., Northern Trust Building, 4001 Tamiami Trail N., Suite 300, Naples, FL 34103.

In accord with Chapters 120 and 190, Florida Statutes, the Hacienda North Community Development District (the "District") hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations. Prior notice of rule development was published in the Naples Daily News on _____, 20___.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2021). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 119.07, 189.053, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.114, 287.017, 287.055 and 287.084, Florida Statutes (2021).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at 707 Orchid Drive, Suite 100, Naples, Florida 34102 or by calling (239) 269-1341.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager, 707 Orchid Drive, Suite 100, Naples, Florida 34102.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 269-1341 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 for aid in contacting the District Office.

Hacienda North Community Development District
G. Russell Weyer, District Manager

Run Date: _____

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

EXHIBIT 13

RULES OF PROCEDURE
HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT

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Rule 1.0 General.

(1) Hacienda North Community Development District (the "**District**") was created pursuant to the provisions of Chapter 190, Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "**Rules**") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "**Board**") shall consist of five (5) members. Members of the Board ("**Supervisors**") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, registered to vote with the Supervisor of Elections of the county in which the District is located, and qualified. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by telephone, video or other electronic means shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The

Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. To the extent required by law, the Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published as required by law. Meetings of the Board and Committees serving an advisory function shall be open to the public as required by the provisions of Chapter 286, Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, voting "conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict of interest on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 Public Records.

(1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Records of Proceedings", may be copied or inspected at the District Office during regular business hours. Unless otherwise designated by the Board, the official District office shall be the District Manager's office as identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain those documents required by law. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Supervisor or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request.

(2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.

(3) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(4) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.006, 119.07, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Pursuant to Section 189.015(1), Florida Statutes, the Board shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authorities. The schedule shall include the date, time, and location of each scheduled meeting. The schedule shall be published quarterly, semiannually, or annually as required by law. The Board may hold special meetings from time to time. Special meetings may be called by a vote of a majority of the Board or upon the request of any three (3) Supervisors made to the District Manager. Except in emergencies or as otherwise required by law, for the purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the Board, the District shall provide at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice of any meeting shall be given as required by Florida law.

Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language with applicable telephone number inserted: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (_____). If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson (or Vice-Chairperson if the Chairperson is unavailable), shall prepare a notice and an agenda of the meeting/hearing/workshop. A Board member may add an item to the agenda by notifying the District Manager no less than seven (7) business days prior to the meeting at which said item will be discussed and the item shall then be added to the agenda as long as it relates to District business. The notice and agenda shall be available to the public at least seven (7) days before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings. The agenda may be changed before or at the meeting/hearing/workshop by a vote of the Board.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment on Agenda Items
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
  (a) District Counsel
  (b) District Engineer
  (c) District Manager
    1. Financial Report
    2. Approval of Expenditures
Supervisor's requests and comments
Public comment
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office.

Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Telephone, Video, Or Other Electronic Means. District staff may participate in Board meetings by telephone, video, or other electronic means. Except as otherwise provided by Florida law, Board members may also participate in Board meetings by telephone, video, or other electronic means if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to

establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by telephone, video, or other electronic means unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Cancellations. Any Board meeting that has been previously scheduled pursuant to these Rules may be cancelled upon the concurrence of the District Manager and the Chairperson (or the Vice-Chairperson in the absence of the Chairperson) or upon the consent of no less than three (3) of the five (5) Board members.

(13) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0114, Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("**Rule**"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Chapter 120, Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty- one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice

shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d), Florida Statutes, except that any notices required under Section 120.54(2)(d), Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing

rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat. Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055, Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars ($1,000,000), for a study activity when the fee for such Professional Services to the District does not exceed fifty thousand dollars ($50,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a), Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255, Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for

the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may

provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or

Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under The Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable federal licenses in good standing, if any;

(b) Hold all required applicable state professional licenses in good standing;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607, Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall

not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391, Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the audit selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Audit Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("**Committee**"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39, Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable federal licenses in good standing, if any;

(ii) Hold all required applicable state professional licenses in good standing;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with

Chapter 607, Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Understanding of scope of work;

(iv) Ability to furnish the required services; and

(v) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("**RFP**"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of

the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39, Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by

both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than July 1 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the

Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20, Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold the required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b), Florida Statutes.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold the required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals,

Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011, Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k), Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055, Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9), Florida Statutes, or pursuant to the qualifications based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h), Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607, Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

    Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design- Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011, Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold the required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non- material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible

and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) bids, proposals, replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold the required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3), Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to 1% of the anticipated contract amount that is

the subject of the protest. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2022, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EXHIBIT 14

RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors of Hacienda North Community Development District (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District's Rules of Procedure on _____, at _____ __.m., at Coleman, Yovanovich & Koester P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

_____
Secretary/Assistant Secretary

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Chairman, Board of Supervisors

EXHIBIT 15

RESOLUTION 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Hacienda North Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, Section 1.2(2) of the District's Proposed Rules of Procedure appoints the Secretary of the District as the District's records custodian; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors (the "Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

A. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
B. coordinate the District's records inventory; and
C. maintain records retention and disposition forms; and
D. coordinate District records management training; and
E. develop records management procedures consistent with the attached Records Retention Policy, as amended; and
F. participate in the development of the District's development of electronic record keeping systems; and
G. submit annual compliance statements; and
H. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
I. such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State (the "Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:	**HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairman, Board of Supervisors

EXHIBIT 16

RESOLUTION 2022-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Hacienda North Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees and authorized persons whose travel is authorized and paid for by a public agency; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses (the "Travel Reimbursement Policy") pursuant to the provisions of Section 112.061, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A.**

SECTION 2. If any provision of this Resolution or the Travel Reimbursement Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT A

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT
POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES

1.0 GENERAL PROVISIONS.

1.1 The usual, ordinary, and incidental travel expenditures necessarily incurred by District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Hacienda North Community Development District (the "District").

1.2 Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.

1.3 All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

2.0 TRANSPORTATION.

2.1 All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.

2.2 Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.

2.3 When available without penalty for cancellation, travelers should take advantage of discount fares.

2.4 Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.

2.5 Rental car expenses shall be substantiated by a copy of the rental agreement.

2.6 Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in

Section 112.061, *Florida Statutes*. Should the State of Florida increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate. As of July 2022, the mileage rate is 44.5 cents per mile.

2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.

2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

3.0 INCIDENTAL EXPENSES.

3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.

3.2 Reimbursement for meals shall not exceed $6 for breakfast, $11 for lunch, and $19 for dinner. Should the State of Florida increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.

3.3 Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

EXHIBIT 17

RESOLUTION 2022-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the "Board") accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 13TH day of July, 2022.

ATTEST:

_____
Secretary/Assistant Secretary

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Chairman, Board of Supervisors

Exhibit A

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance With the Local Government Prompt Payment Act
Chapter 218, Part VII, Florida Statutes

July 13, 2022

Hacienda North Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("PPA"), the purpose of the Hacienda North Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives

an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice
An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services
All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor
Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone _____, email _____, Fax _____).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved

in writing by the Board of the District Manager

6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
    a. A complete item description
    b. Quantity purchased
    c. Unit price(s)
    d. Total price (for each item)
    e. Total amount of invoice (all items)
    f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
    a. Itemized description of services performed
    b. The location and date of delivery of the services to the District
    c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
    d. Itemization of other direct, reimbursable costs (including description and amount)
    e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
        i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
        ii. Paid receipt
        iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

_____
c/o _____
_____
_____

2. Email Address

_____

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required**,** the time when payment is due from the District is forty-five (45) days from the latest date of the following:

a. On which delivery of personal property is fully accepted by the District;
b. On which services are completed and accepted by the District;
c. On which the contracted rental period begins (if applicable); or
d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and

3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request
If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Contractor
If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.

3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written

statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars ($10,000).

5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds $250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

EXHIBIT 18

RESOLUTION 2022-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE EXECUTION AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT FOR THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, the Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, the District was established by Collier County Ordinance No. 2022-21, which became effective on June 17, 2022 (the "Ordinance"); and

WHEREAS, Section 190.0485, *Florida Statutes*, requires a "Notice of Establishment" to be recorded within thirty (30) days after the effective date of the Ordinance; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Chairman of the Hacienda North Community Development District is hereby authorized to execute the Notice of Establishment attached hereto as Exhibit A, and District Counsel is instructed to record the executed Notice of Establishment in the Public Records of Collier County, Florida in accordance with Section 190.0485, Florida Statutes.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT A

Prepared By & After Recording Return to:

Gregory L. Urbancic, Esq.
COLEMAN, YOVANOVICH & KOESTER, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

NOTICE OF ESTABLISHMENT OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Pursuant to the requirements of Section 190.0485, Florida Statutes, please take notice that on June 14, 2022 the Board of County Commissioners of Collier County passed and adopted Ordinance No. 2022-21 ("Ordinance") establishing Hacienda North Community Development District ("District"), which Ordinance became effective on June 17, 2022 after the filing of said Ordinance with the Florida Department of State. The property description of the lands encompassed within the District and subject to the jurisdiction of the District is attached hereto as **Exhibit "A"**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities and duties of the District may be obtained by examining Chapter 190, Florida Statutes.

PLEASE TAKE NOTICE OF THIS DISCLOSURE REQUIRED BY SECTIONS 190.048 AND 190.0485, FLORIDA STATUTES:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, the Notice has been executed on this ___ day of July, 2022, and recorded in the Public Records of Collier County, Florida.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

By:_____
Print Name: _____
Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and sworn before me by means of ( ) physical presence or ( ) online notarization this ____ day of July, 2022, by _____, as Chairman for Hacienda North Community Development District, a unit of special purpose government organized and existing under the laws of the State of Florida, to me known to be the person described in and who executed the forgoing instrument and acknowledged before me that he executed the same.

(SEAL)

_____
NOTARY PUBLIC
Name:_____
(Type or Print)
My Commission Expires:_____

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

28100 BONITA GRANDE DRIVE. #107 NAPLES, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163

LEGAL DESCRIPTION

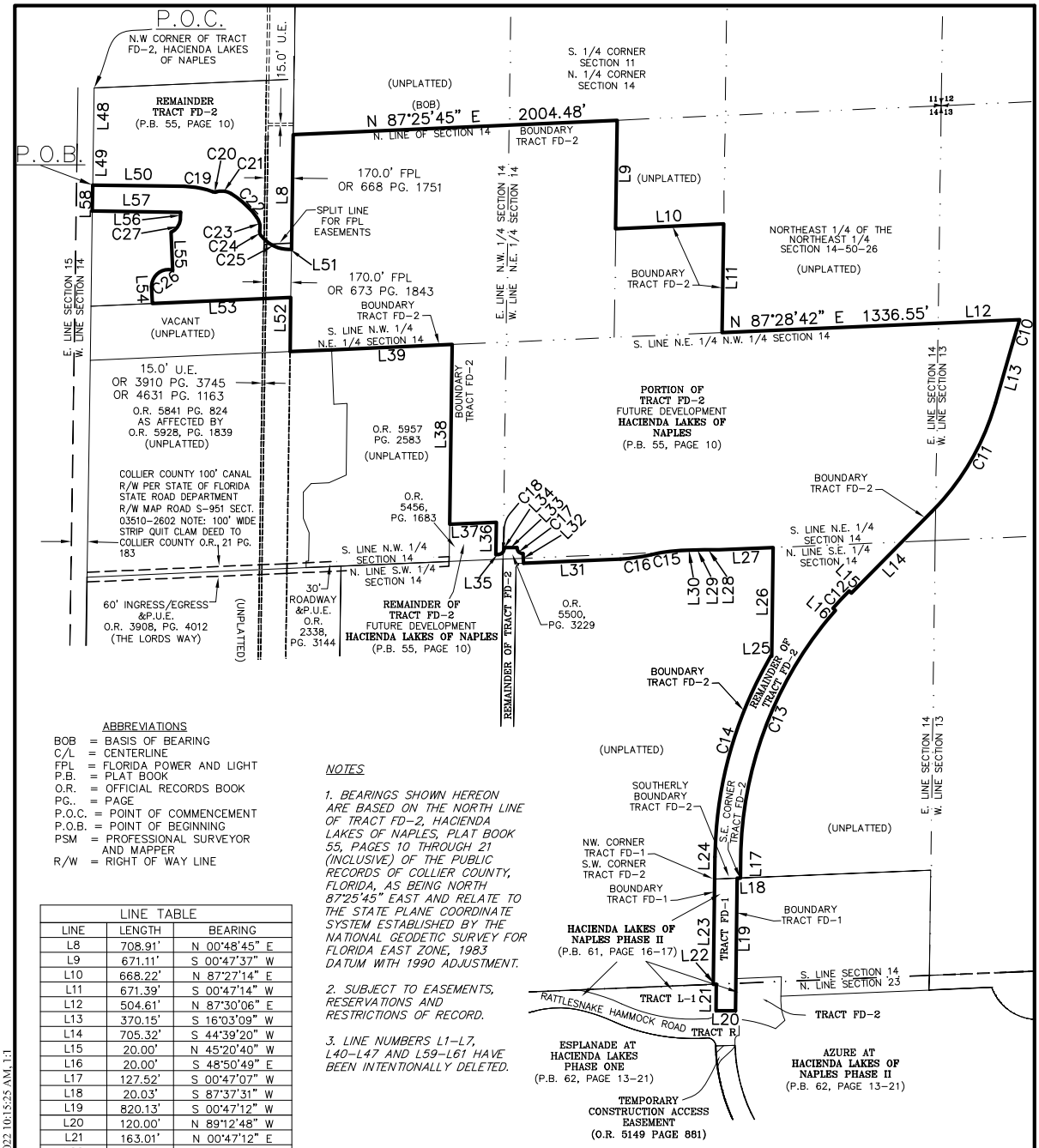
BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, ALSO BEING ALL OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF SECTIONS 13, 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: SOUTH 00°50'27" WEST, 344.07 FEET; COURSE NO. 2: SOUTH 00°49’30” WEST, 255.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST, A DISTANCE OF 563.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 182.19 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°41'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 79°19'24" EAST, 181.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 23.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 38°15'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 88°36'27" EAST, 22.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 95.07 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 49°31'14" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 82°58'44" EAST, 92.14 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 212.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 21°24'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°30'56" EAST, 211.72 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 91.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47°42'50" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°57'20" EAST, 88.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 29.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 48°16'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 13°14'22" EAST, 28.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 198.92 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 51°48'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 63°17'02" EAST, 192.22 FEET; THENCE SOUTH 89°11'15" EAST, A DISTANCE OF 17.82 FEET TO A POINT OF THE EASTERLY BOUNDARY OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 673, PAGE 1843 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48’45” EAST, ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT, CONTINUING ALONG THE EASTERLY BOUNDARY OF AN EXISTING 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 668, PAGE 1751 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 2: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 3: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 4: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY

A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6: SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC

RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.



ABBREVIATIONS

BOB = BASIS OF BEARING
C/L = CENTERLINE
FPL = FLORIDA POWER AND LIGHT
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS BOOK
PG.. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PSM = PROFESSIONAL SURVEYOR AND MAPPER
R/W = RIGHT OF WAY LINE

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT FD-2, HACIENDA LAKES OF NAPLES, PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°25'45" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

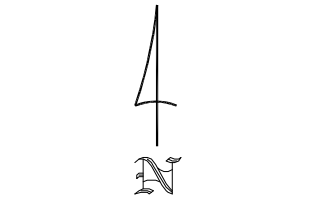
3. LINE NUMBERS L1-L7, L40-L47 AND L59-L61 HAVE BEEN INTENTIONALLY DELETED.

LINE TABLE

LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.36'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°50'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	545.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C10	9860.00	0°58'11"	166.87'	166.87'	S 16°32'15" W
C11	1580.00	28°36'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 79°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.38'	N 51°57'14" E
C27	95.00	66°46'31"	110.72'	104.56'	N 34°13'00" E



NOT A SURVEY

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor & Mapper

BY: John Scott Rhodes PSM # 5739 State of Florida — Digitally signed by John Scott Rhodes PSM # 5739 State of Florida Date: 2022.05.06 10:30:08 -04'00'

JOHN SCOTT RHODES PSM #5739

RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

date: JAN. 12, 2022
scale: 1" = 800'
cogo #: N/A

SKETCH AND DESCRIPTION

CERTIFIED TO:
HACIENDA LAKES OF NAPLES, LLC.

design:
drawn: EFC/rwc
checked: JSR

acad #:	view:	project#:	file #:	sheet #:
2021-858	PLOT	2021-858	2021-858	4 of 4

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\2021-858 hacienda north CDD.dwg, SKETCH, 1/12/2022 10:15:25 AM, 1:1

EXHIBIT 18

RESOLUTION 2022-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE EXECUTION AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT FOR THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, the Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, the District was established by Collier County Ordinance No. 2022-21, which became effective on June 17, 2022 (the "Ordinance"); and

WHEREAS, Section 190.0485, *Florida Statutes*, requires a "Notice of Establishment" to be recorded within thirty (30) days after the effective date of the Ordinance; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Chairman of the Hacienda North Community Development District is hereby authorized to execute the Notice of Establishment attached hereto as Exhibit A, and District Counsel is instructed to record the executed Notice of Establishment in the Public Records of Collier County, Florida in accordance with Section 190.0485, Florida Statutes.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT A

Prepared By & After Recording Return to:

Gregory L. Urbancic, Esq.
COLEMAN, YOVANOVICH & KOESTER, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

NOTICE OF ESTABLISHMENT OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Pursuant to the requirements of Section 190.0485, Florida Statutes, please take notice that on June 14, 2022 the Board of County Commissioners of Collier County passed and adopted Ordinance No. 2022-21 ("Ordinance") establishing Hacienda North Community Development District ("District"), which Ordinance became effective on June 17, 2022 after the filing of said Ordinance with the Florida Department of State. The property description of the lands encompassed within the District and subject to the jurisdiction of the District is attached hereto as **Exhibit "A"**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities and duties of the District may be obtained by examining Chapter 190, Florida Statutes.

PLEASE TAKE NOTICE OF THIS DISCLOSURE REQUIRED BY SECTIONS 190.048 AND 190.0485, FLORIDA STATUTES:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, the Notice has been executed on this ___ day of July, 2022, and recorded in the Public Records of Collier County, Florida.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

By:_____
Print Name: _____
Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and sworn before me by means of ( ) physical presence or ( ) online notarization this ____ day of July, 2022, by _____, as Chairman for Hacienda North Community Development District, a unit of special purpose government organized and existing under the laws of the State of Florida, to me known to be the person described in and who executed the forgoing instrument and acknowledged before me that he executed the same.

(SEAL)

_____
NOTARY PUBLIC
Name:_____
(Type or Print)
My Commission Expires:_____

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

28100 BONITA GRANDE DRIVE. #107 NAPLES, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163

LEGAL DESCRIPTION

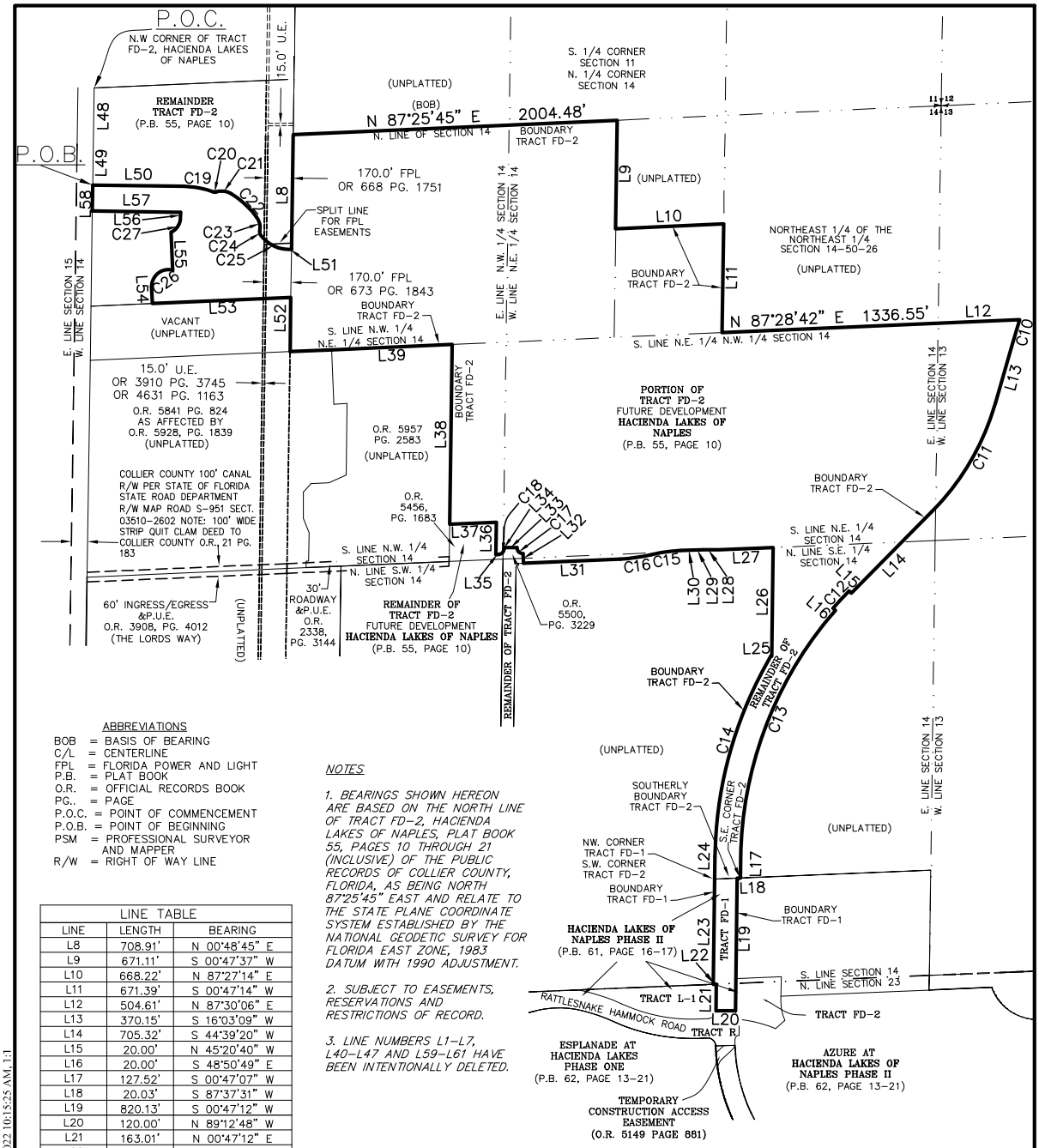
BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, ALSO BEING ALL OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF SECTIONS 13, 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: SOUTH 00°50'27" WEST, 344.07 FEET; COURSE NO. 2: SOUTH 00°49’30” WEST, 255.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST, A DISTANCE OF 563.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 182.19 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°41'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 79°19'24" EAST, 181.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 23.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 38°15'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 88°36'27" EAST, 22.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 95.07 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 49°31'14" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 82°58'44" EAST, 92.14 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 212.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 21°24'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°30'56" EAST, 211.72 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 91.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47°42'50" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°57'20" EAST, 88.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 29.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 48°16'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 13°14'22" EAST, 28.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 198.92 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 51°48'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 63°17'02" EAST, 192.22 FEET; THENCE SOUTH 89°11'15" EAST, A DISTANCE OF 17.82 FEET TO A POINT OF THE EASTERLY BOUNDARY OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 673, PAGE 1843 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48’45” EAST, ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT, CONTINUING ALONG THE EASTERLY BOUNDARY OF AN EXISTING 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 668, PAGE 1751 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 2: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 3: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 4: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY

A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6: SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC

RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.



ABBREVIATIONS

BOB = BASIS OF BEARING
C/L = CENTERLINE
FPL = FLORIDA POWER AND LIGHT
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS BOOK
PG.. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PSM = PROFESSIONAL SURVEYOR AND MAPPER
R/W = RIGHT OF WAY LINE

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT FD-2, HACIENDA LAKES OF NAPLES, PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°25'45" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

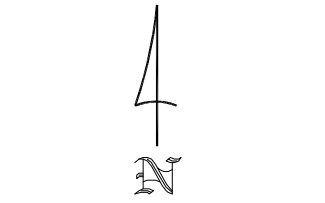
3. LINE NUMBERS L1-L7, L40-L47 AND L59-L61 HAVE BEEN INTENTIONALLY DELETED.

LINE TABLE

LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.36'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°50'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
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L58	160.00'	N 00°49'30" E

CURVE TABLE

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C11	1580.00	28°36'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 79°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.38'	N 51°57'14" E
C27	95.00	66°46'31"	110.72'	104.56'	N 34°13'00" E



NOT A SURVEY

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor & Mapper

BY: John Scott Rhodes PSM # 5739 State of Florida — Digitally signed by John Scott Rhodes PSM # 5739 State of Florida Date: 2022.05.06 10:30:08 -04'00'

JOHN SCOTT RHODES PSM #5739

RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

date: JAN. 12, 2022
scale: 1" = 800'
cogo #: N/A

SKETCH AND DESCRIPTION

CERTIFIED TO:
HACIENDA LAKES OF NAPLES, LLC.

design:
drawn: EFC/rwc
checked: JSR

acad #:	view:	project#:	file #:	sheet #:
2021-858	PLOT	2021-858	2021-858	4 of 4

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\2021-858 hacienda north CDD.dwg, SKETCH, 1/12/2022 10:15:25 AM, 1:1

EXHIBIT 19

RESOLUTION 2022-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRMAN OR VICE CHAIRMAN THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hacienda North Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Collier County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, earthwork, water, sewer, and stormwater management systems, roadway improvements, landscape, irrigation, signage and lighting improvements, amenity and preserve improvements; and

WHEREAS, the District intends to adopt a report of its District Engineer (the "Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith (the "Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements (hereinafter, the "Permits and Conveyances"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairman or Vice Chairman to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan (the "Conveyance Authority"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairman or Vice Chairman the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. DELEGATION OF AUTHORITY. The Chairman or Vice Chairman of the District's Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. The Chairman, Vice Chairman, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chairman or Vice Chairman. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT 20

RESOLUTION 2022-17

A RESOLUTION BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes being situated entirely within Collier County, Florida; and

WHEREAS, consistent with Section 218.33, Florida Statutes, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), Florida Statutes; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, Florida Statutes, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Internal Controls Policy attached hereto as **Exhibit "A"** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of July, 2022.

Attest:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

G. Russell Weyer, Secretary

Robert Mulhere, Chairman

EXHIBIT "A"

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT
INTERNAL CONTROLS POLICY

1. Purpose.

1.1. The purpose of this internal controls policy is to establish and maintain internal controls for Hacienda North Community Development District.

1.2. Consistent with Section 218.33(3), Florida Statutes, the internal controls adopted herein are designed to:

1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).

1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

1.2.3. Support economical and efficient operations.

1.2.4. Ensure reliability of financial records and reports.

1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.

2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.

2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.

2.4. "Board" means the Board of Supervisors for the District.

2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or

disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.

2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.

3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.

3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:

4.1.1. Identifying potential hazards.

4.1.2. Evaluating the likelihood and extent of harm.

4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.

5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.

5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), Florida Statutes
Effective date: July 13, 2022

EXHIBIT 21

RESOLUTION 2022-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("Board") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner and to comply with Florida's Prompt Payment Act, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; compliance with Florida law; and the preservation of District assets or facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Continuing Expenses: The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board.

2. The invoice must be pursuant to a contract or agreement authorized by the Board.

3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

4. The invoice amount will not cause payments to exceed the adopted budget of the District.

Section 2. Non-Continuing Expenses: The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) are required to repair, control, or maintain, or preserve a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding $5,000 with approval of the District Manager; and

2. Non-Continuing Expenses Not Exceeding $5,000 with approval of the District Manager and Chairman of the Board.

Section 3. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

EXHIBIT 22

RESOLUTION 2022-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Hacienda North Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

Section 2. The execution of the attached Statewide Mutual Aid Agreement by the Chair (or the Vice Chair in the Chair's absence) is hereby authorized, and the Agreement is hereby approved.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED by the Board of Supervisors of Hacienda North Community Development District, Collier County, Florida, this 13th day of July, 2022.

Attest:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

G. Russell Weyer, Secretary

Robert Mulhere, Chairman

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes**,** regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF_____COUNTY,
STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CITY CLERK

By:_____

Title:_____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SCHOOL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERSITY, STATE OF FLORIDA

By:_____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SPECIAL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By: _____
Clerk

BOARD OF TRUSTEES OF

_____
AUTHORITY, STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By:_____
Council Clerk

TRIBAL COUNCIL OF THE
_____
TRIBE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

Hyde Park
COMMUNITY DEVELOPMENT DISTRICT 1,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: 03/19/2021

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

_____

Authorized Representative Contact Information

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____ _____that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____on_____.

BY: _____

TITLE: _____

DATE: _____

Attachment 1

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I

TO BE COMPLETED BY THE REQUESTING PARTY

Date:		Time:	HRS (local)		Mission No:
Point of Contact:		Telephone No:		E-mail address:	
Requesting Party:		Assisting Party:			
Incident Requiring Assistance:					
Type of Assistance/Resources Needed (use Part IV for additional space)					
Date & Time Resources Needed:		Location (address):			
Approximated Date/Time Resources Released:					
Authorized Official's Name:		Signature:			
Title:		Agency:			

PART II

TO BE COMPLETED BY THE ASSISTING PARTY

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	$				
Travel: $	Personnel: $	Equipment & Materials: $	Contract Rental: $		
Logistics Required from Requesting Party Yes ☐	(Provide information on attached Part IV)	No ☐			
Authorized Official's Name:		Title:			
Date:	Signature:		Local Mission No:		

PART III

TO BE COMPLETED BY THE REQUESTING PARTY

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

-

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2019 Updated Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$ 98.55
8040	Ambulance			to 150		hour	$ 28.09
8041	Ambulance			to 210		hour	$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	$ 34.93
8064	Hydraulic Post Driver					hour	$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	$ 43.17
8070	Automobile			to 130	Transporting people.	mile	$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$ 16.05
8075	Motorcycle, Police					mile	$ 0.505
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	$ 14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	$ 52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	$ 109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	$ 136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$ 352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$ 400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$ 1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	$ 33.06
8126	Swamp Buggy	Conquest		360		hour	$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	$ 1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$ 12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$ 16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$ 235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$ 290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$ 359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	$ 47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	$ 70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	$ 90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	$ 215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	$ 302.01
8145	Jet Ski	3-seater				hour	$ 27.70
8146	Jet Ski					hour	$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	$ 1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	$ 23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	$ 25.28
8157	Sweeper, Pavement			to 110		hour	$ 78.79
8158	Sweeper, Pavement			to 230		hour	$ 102.03
8180	Bus			to 150		hour	$ 21.60
8181	Bus			to 210		hour	$ 25.82
8182	Bus			to 300		hour	$ 39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	$ 18.83
8184	Back-Pack Blower			to 4.4		hour	$ 1.53
8185	Walk-Behind Blower			13		hour	$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	$ 2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	$ 2.10
8193	Skidder	model 748 E		to 173		hour	$ 56.25
8194	Skidder	model 648 G11		to 177		hour	$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$ 142.31
8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	$ 193.95
8199	Log Trailer	40 ft		0		hour	$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratoty Compactor	to 2.9 Ton	28		hour	$ 28.72
8220	Compactor			to 10		hour	$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	$ 26.90
8225	Compactor, Sanitation			to 300		hour	$ 96.11
8226	Compactor, Sanitation			to 400		hour	$ 154.63
8227	Compactor, Sanitation			535		hour	$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	$ 18.48
8229	Compactor,Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	$ 16.22
8240	Feeder, Grizzly			to 35		hour	$ 25.47
8241	Feeder, Grizzly			to 55		hour	$ 33.55
8242	Feeder, Grizzly			to 75		hour	$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	$ 65.14
8252	Dozer, Crawler			to 160		hour	$ 98.77
8253	Dozer, Crawler			to 250		hour	$ 153.35
8254	Dozer, Crawler			to 360		hour	$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	$ 317.49
8256	Dozer, Crawler			to 850		hour	$ 358.48
8260	Dozer, Wheel			to 300		hour	$ 66.26
8261	Dozer, Wheel			to 400		hour	$ 101.22
8262	Dozer, Wheel			to 500		hour	$ 184.08
8263	Dozer, Wheel			to 625		hour	$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25~90 Lbs	0	Air Tool/Electric Power	hour	$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	$ 224.01
8436	Pick-up, Asphalt			to 110		hour	$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	$ 8.05
8473	Pump			to 15	Hoses not included.	hour	$ 12.08
8474	Pump			to 25	Hoses not included.	hour	$ 13.77
8475	Pump			to 40	Hoses not included.	hour	$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	$ 27.45
8477	Pump			to 95	Hoses not included.	hour	$ 32.77
8478	Pump			to 140	Hoses not included.	hour	$ 41.84
8479	Pump			to 200	Hoses not included.	hour	$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	$	354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	$	26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	$	35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	$	38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	$	35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	$	94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	$	143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	$	156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$	2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$	14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$	234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$	256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$	285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	$	260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	$	212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	$	229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	$	3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$	23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$	33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$	43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$	49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	$	14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$	43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$	90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	$	13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	$	13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	$	16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	$	18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	$	19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	$	30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	$	35.84
8620	Tub Grinder			to 440		hour	$	98.30
8621	Tub Grinder			to 630		hour	$	148.62
8622	Tub Grinder			to 760		hour	$	189.56
8623	Tub Grinder			to 1000		hour	$	332.79
8627	Horizontal Grinder	Model HG6000		630		hour	$	59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	$	48.59
8629	Stump Grinder	24" grinding wheel		110		hour	$	46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	$	14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	$	19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	$	32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$	15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$ 23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$ 33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	$ 265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	$ 95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	$ 15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	$ 35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	$ 2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	$ 2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	$ 3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	$ 38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	$ 5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	$ 30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGVW	200	4x2-Axle	hour	$ 28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$ 16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$ 29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	$ 1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$ 13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$ 40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$ 44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	$ 35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	$ 56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	$ 109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	$ 198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	$ 140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	$ 132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	$ 119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	$ 178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	$ 154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	$ 131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	$ 114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	$ 103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	$ 79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	$ 70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	$ 74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	$ 81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	$ 84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	$ 121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	$ 146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	$ 96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	$ 119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	$ 102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	$ 126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	$ 25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	$ 40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	$ 28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	$ 32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	$ 52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr	0		hour	$ 8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr	0	Enclosed	hour	$ 9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr	0		hour	$ 10.01

8711	Flat bed utility trailer	6 ton		0		hour	$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	$ 18.35
8745	Van, step	model MT10FD		300		hour	$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	$ 22.68
8750	Vehicle, Small			to 30		hour	$ 6.41
8753	Vehicle, Recreational			to 10		hour	$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	$ 42.33
8800	Truck, Pickup				When transporting people.	mile	$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	$ 32.01
8842	Mobile Command Trailer	(8’ X 28’) with 7.5 KW Generator		0	Move to Location by Tractor	hour	$ 14.73
8843	Mobile Response Trailer	(8’ X 31’) with 4.5 KW Generator?		0	Move to Location by Tractor	hour	$ 13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	$ 11.11
8871	Light Tower	2004 Allmand				hour	$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as “Bell-206B3		420		hour	$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as “Bell-206BR		420		hour	$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	$ 620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 × Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	$ 20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	$ 14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	$ 6.44

EXHIBIT 23

RESOLUTION 2022-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Hacienda North Community Development District (**"District"**) a proposed budget (**"Proposed Budget"**) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (**"Fiscal Year 2021/2022"**); and

WHEREAS, the Board has considered the Proposed Budget, and desires to set the required public hearing thereon;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	September 14, 2022
HOUR:	9:00 A.M.
LOCATION:	Office of Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300 Naples, Florida 34103

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF JULY, 2022.

ATTEST:	**HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2021/2022 Proposed Budget

Exhibit A: FY 2021/2022 Proposed Budget

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT O&M GENERAL FUND FOR FISCAL YEAR 2021-2022		
	BUDGET	
REVENUES		
ON-ROLL ASSESSMENTS		
OFF-ROLL ASSESSMENTS	$ 27,087	Unplatted Acres
INTEREST REVENUE		
MISCELLANEIOUS REVENUE		
TOTAL REVENUES	$ 27,087	
EXPENDITURES		
ADMINISTRATIVE		
BOARD OF SUPERVISORS PAYROLL	$ 3,000	3 Meetings @ $1,000
PAYROLL TAXES	2,295	7.65%
PAYROLL SERVICE FEE	117	$39 per Payroll
MANAGEMENT CONSULTING SERVICES	7,500	$2,500/Month
ASSESSMENT ADMINISTRATION	-	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION	-	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	-	Office Supplies, etc.
BANK CHARGES		
O&M Methodology Development	-	One time charge
AUDITING	-	2021-22 Audit - Not required if under $100,000
INSURANCE (Liability, Property & Casuality)	-	DAO Insurance
LEGAL ADVERTISING	1,500	3 Ads at $500/each
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	7,500	Coleman, Yovanovich & Koester
ENGINEERING SERVICES - General	5,000	Atwell, LLC
WEBSITE DESIGN & HOSTING		Required by State Law
MISCELLANEOUS SERVICES		
TOTAL ADMINISTRATIVE EXPENDITURES	$ 27,087	
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF		
LANDSCAPING & FIELD MAINTENANCE	$ -	
LANDSCAPE REPLACEMENT	$ -	Replacement Program
LANDSCAPE MULCHING	$ -	Mulching twice a year @ $2,000 each
IRRIGATION REPAIRS	$ -	Approximately $200/month
ELECTRICITY	$ -	Approximately $100/month
WATER USE MONITORING	$ -	Cardno Entrix @ $200/month
ENTRY MONUMENTS MAINTENANCE	$ -	Pressure Cleaning, Painting, etc.
WETLAND MONITORING	$ -	Approximatly $100/month
SFWMD ERP ANNUAL REPORT	$ -	Annual
LAKE TESTING	$ -	Once a year
LAKE MAINTENANCE	$ -	$1,397 per lake
TOTAL FIELD OPERATIONS EXPENDITURES	$ -	
TOTAL EXPENDITURES	$ 27,087	

EXHIBIT 24

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022 BUDGET FUNDING AGREEMENT

This Agreement (the "Agreement") is made and entered into this 13th day of July, 2022, by and between:

Hacienda North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida, with a mailing address of 707 Orchid Drive, Suite 100, Naples, Florida 34102 ("**District**"), and

Hacienda Lakes of Naples, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 7742 Alico Road, Fort Myers, Florida 33912.

Recitals

WHEREAS, the District was established by an ordinance adopted by the County Commission of Collier County, Florida, effective as of June 14, 2022, 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 is developing the majority of all real property ("**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 Fiscal Year 2021/2022, which year commenced October 1, 2021, and concludes on September 30, 2022 (the "FY 2022 Budget"); and

WHEREAS, the FY 2022 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 A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2022 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 A**; and

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

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

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2022 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2022 Budget as shown on **Exhibit A** 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. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2022 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' 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 the FY 2022 Budget" in the public records of Collier County, Florida, 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 the FY 2022 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 holders 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 Developers have 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 Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' 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 Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may 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 enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Collier County, Florida. 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.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, 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 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 Collier County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. 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.

SECTION 5. 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.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2022 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement

shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2022 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2022 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. 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 in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

SECTION 10. 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.

SECTION 11. The 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.

SECTION 12. 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, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman/Vice Chairman

HACIENDA LAKES OF NAPLES, LLC,
a Florida limited liability company

_____
Witness

_____
By: _____
Its: _____

Exhibit A: Fiscal Year 2021/2022 General Fund Budget
Exhibit B: Description of the Property

Exhibit A

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT O&M GENERAL FUND FOR FISCAL YEAR 2021-2022		
	BUDGET	
REVENUES		
ON-ROLL ASSESSMENTS		
OFF-ROLL ASSESSMENTS	$ 27,087	Unplatted Acres
INTEREST REVENUE		
MISCELLANEIOUS REVENUE		
TOTAL REVENUES	$ 27,087	
EXPENDITURES		
ADMINISTRATIVE		
BOARD OF SUPERVISORS PAYROLL	$ 3,000	3 Meetings @ $1,000
PAYROLL TAXES	2,295	7.65%
PAYROLL SERVICE FEE	117	$39 per Payroll
MANAGEMENT CONSULTING SERVICES	7,500	$2,500/Month
ASSESSMENT ADMINISTRATION	-	Lien Book, MBS Capital, U.S. Bank
ASSESSMENT ROLL PREPARATION	-	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	-	Office Supplies, etc.
BANK CHARGES		
O&M Methodology Development	-	One time charge
AUDITING	-	2021-22 Audit - Not required if under $100,000
INSURANCE (Liability, Property & Casuality)	-	DAO Insurance
LEGAL ADVERTISING	1,500	3 Ads at $500/each
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	7,500	Coleman, Yovanovich & Koester
ENGINEERING SERVICES - General	5,000	Atwell, LLC
WEBSITE DESIGN & HOSTING		Required by State Law
MISCELLANEOUS SERVICES		
TOTAL ADMINISTRATIVE EXPENDITURES	$ 27,087	
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF		
LANDSCAPING & FIELD MAINTENANCE	$ -	
LANDSCAPE REPLACEMENT	$ -	Replacement Program
LANDSCAPE MULCHING	$ -	Mulching twice a year @ $2,000 each
IRRIGATION REPAIRS	$ -	Approximately $200/month
ELECTRICITY	$ -	Approximately $100/month
WATER USE MONITORING	$ -	Cardno Entrix @ $200/month
ENTRY MONUMENTS MAINTENANCE	$ -	Pressure Cleaning, Painting, etc.
WETLAND MONITORING	$ -	Approximatly $100/month
SFWMD ERP ANNUAL REPORT	$ -	Annual
LAKE TESTING	$ -	Once a year
LAKE MAINTENANCE	$ -	$1,397 per lake
TOTAL FIELD OPERATIONS EXPENDITURES	$ -	
TOTAL EXPENDITURES	$ 27,087	

Exhibit B

RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE. #107 NAPLES, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163

LEGAL DESCRIPTION

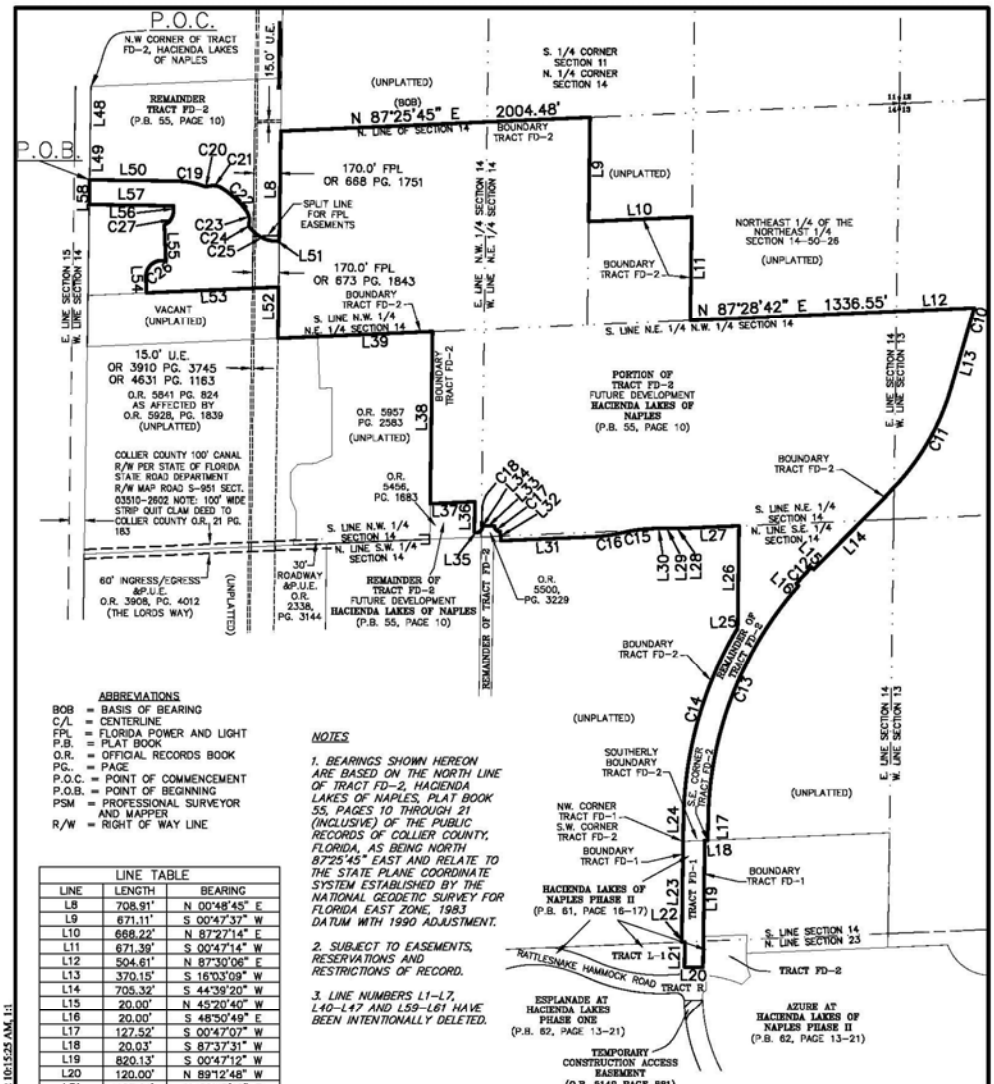
BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, ALSO BEING ALL OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF SECTIONS 13, 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: SOUTH 00°50'27" WEST, 344.07 FEET; COURSE NO. 2: SOUTH 00°49'30" WEST, 255.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST, A DISTANCE OF 563.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 182.19 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°41'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 79°19'24" EAST, 181.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 23.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 38°15'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 88°36'27" EAST, 22.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 95.07 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 49°31'14" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 82°58'44" EAST, 92.14 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 212.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 21°24'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°30'56" EAST, 211.72 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 91.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47°42'50" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°57'20" EAST, 88.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 29.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 48°16'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 13°14'22" EAST, 28.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 198.92 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 51°48'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 63°17'02" EAST, 192.22 FEET; THENCE SOUTH 89°11'15" EAST, A DISTANCE OF 17.82 FEET TO A POINT OF THE EASTERLY BOUNDARY OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 673, PAGE 1843 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48'45" EAST, ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT, CONTINUING ALONG THE EASTERLY BOUNDARY OF AN EXISTING 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 668, PAGE 1751 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 2: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 3: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 4: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY

A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6: SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC

RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.



ABBREVIATIONS

BOB = BASIS OF BEARING
C/L = CENTERLINE
FPL = FLORIDA POWER AND LIGHT
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PSM = PROFESSIONAL SURVEYOR AND MAPPER
R/W = RIGHT OF WAY LINE

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT FD-2, HACIENDA LAKES OF NAPLES, PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°25'45" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

3. LINE NUMBERS L1-L7, L40-L47 AND L59-L61 HAVE BEEN INTENTIONALLY DELETED.

LINE TABLE

LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.36'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°30'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	545.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C10	9860.00	0°58'11"	166.87'	166.87'	S 16°32'15" W
C11	1580.00	28°36'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 79°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 83°17'02" E
C26	105.00	103°54'28"	190.42'	165.36'	N 51°57'14" E
C27	95.00	66°46'31"	110.72'	104.56'	N 34°13'00" E

NOT A SURVEY

BY: _____ JOHN SCOTT RHODES PSM #5739

RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

date: JAN. 12, 2022
scale: 1" = 800'
cogo #: N/A

SKETCH AND DESCRIPTION

CERTIFIED TO: HACIENDA LAKES OF NAPLES, LLC.

design:
drawn: EFC/rwc
checked: JSR

acad #: 2021-858 | view: PLOT | project#: 2021-858 | file #: 2021-858 | sheet #: 4 of 4

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\2021-858 hacienda north CDD.dwg, SKETCH, 1/12/2022 10:15:25 AM, 1:1

EXHIBIT 25

RESOLUTION 2022-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Hacienda North Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes (hereinafter "F.S."), being situated entirely within Collier County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to select a depository as defined in Section 280.02, F.S., which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the State Treasurer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board wishes to designate a public depository for the District Funds.

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

1. First Foundation Bank is hereby designated as the public depository for the Funds of the District.

2. In accordance with Section 280.17(4), F.S., the District's Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District's official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts.

3. The District's Treasurer, upon assuming responsibility for handling the District funds of the District, is directed to furnish to the State Treasurer annually, no later than November 30th, the information required in accordance with Section 280.17(3), F.S.

4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 13th DAY OF JULY, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT 26

RESOLUTION 2022-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT DIRECTING REAL ESTATE ECONOMETRICS, INC. TO ESTABLISH A LOCAL BANK ACCOUNT AT FIRST FLORIDA INTEGRITY BANK FOR THE DISTRICT AND APPOINTING SIGNATORIES ON THE ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Hacienda North Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida, and;

WHEREAS, the Board of Supervisors of the Hacienda North Community Development District desire to establish a local bank account for the District and appoint Treasurer _____ and Chairman _____ as signors on the account;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. Real Estate Econometrics, Inc. is directed to establish a local bank account at First Foundation Integrity Bank for the District.

2. The Treasurer _____ and Chairman _____ shall be appointed as signors on the account.
3. This Resolution shall take effect upon its passage and shall remain in effect until rescinded or repealed.

PASSED AND ADOPTED THIS 13th DAY OF JULY, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT 27

RESOLUTION 2022-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTEMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATIN EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES

WHEREAS, the Hacienda North Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida, and;

WHEREAS, the Board of Supervisors (hereinafter the "Board") of the Hacienda North Community Development District (hereinafter the "District") is required to adopt an investment policy in accordance with Section 218.415, Florida Statutes (hereinafter "F.S.") ; and

WHEREAS, Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, F.S.

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

1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415, F.S. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

    a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 1653.01, F.S.
    b. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
    c. Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, F.S.
    d. Direct obligations of the U.S. Treasury.

2. Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

PASSED AND ADOPTED THIS 13th DAY OF JULY, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT 27

RESOLUTION 2022-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTEMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATIN EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES

WHEREAS, the Hacienda North Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Collier County, Florida, and;

WHEREAS, the Board of Supervisors (hereinafter the "Board") of the Hacienda North Community Development District (hereinafter the "District") is required to adopt an investment policy in accordance with Section 218.415, Florida Statutes (hereinafter "F.S.") ; and

WHEREAS, Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, F.S.

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

1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415, F.S. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

    a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 1653.01, F.S.
    b. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
    c. Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, F.S.
    d. Direct obligations of the U.S. Treasury.

2. Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

PASSED AND ADOPTED THIS 13th DAY OF JULY, 2022.

ATTEST:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

EXHIBIT 28

RESOLUTION 2022-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Collier County, Florida; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District (the "Board") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; and

WHEREAS, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* (the "Uniform Method").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held on the District's intent to adopt the Uniform Method on _____ __, 20__, at 9:00 a.m., at Coleman, Yovanovich & Koester, P.A., Northern Trust Building, 4001 Tamiami Trail N., Suite 300, Naples, FL 34103.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

_____
Secretary/Assistant Secretary

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Chairman, Board of Supervisors

EXHIBIT 29

RESOLUTION NO. 2022-25

A RESOLUTION OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $33,785,000 PRINCIPAL AMOUNT OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT BONDS IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCE CREATING THE DISTRICT; APPROVING A FORM OF A MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 2022-21 of the Board of County Commissioners of Collier County, Florida (the "County"), enacted and effective on June 14, 2022;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition and/or construction of certain improvements pursuant to the Act (the "Project");

WHEREAS, the District desires to authorize the issuance of not to exceed $33,785,000 aggregate principal amount of its Hacienda North Community Development District Bonds, Series to be designated, in one or more series (collectively, the "Bonds"), in order to pay all or a portion of the design, acquisition and/or construction costs of the Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the improvements on District lands;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically pursuant to Sections 190.011(9), 190.011(14), 190.016(1), 190.016(2), 190.016(8), 190.016(13), 190.021(2), 190.022 and 190.023 of the Act, to issue the Bonds;

WHEREAS, the District desires to appoint a trustee for the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Hacienda North Community Development District, as follows:

Section 1. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed $33,785,000 aggregate principal amount of the Bonds in one or more series to pay costs of the Project. Pursuant to Section 190.016(1), the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 2. Certain Details of the Bonds. The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, of the County or of the State of Florida (the "State"), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the County, or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price of all or a portion of the Project or sold at public or private sale, as provided in Section 190.016(1), each series in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of the Bonds issued may not exceed $33,785,000;

(ii) be issued in fully registered form in such principal denominations of $5,000 or any integral multiple thereof, except as otherwise provided in a Supplemental Indenture;

(iii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds;

(iv) be payable in not more than thirty (30) annual principal installments; and

(v) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary

redemption provisions thereof shall be fixed by the Indenture hereinafter referred to, as supplemented from time to time, or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture hereinafter referred to, the form of which is set out as **Exhibit "A"** attached hereto.

Prior to the issuance and delivery of the Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 3. Designation of Attesting Members. The Chair and Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the Chair's and Secretary's absence or inability to act, the Vice Chair or any Assistant Secretary and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Designated Member of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 4. Authorization of Execution and Delivery of Master Trust Indenture. The District does hereby authorize and approve the execution and delivery by the Chair and any Designated Member of a Master Trust Indenture (the "Indenture") for the Bonds, between the District and the trustee appointed pursuant to Section 6 of this Resolution (the "Trustee"). The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form attached hereto and marked **Exhibit "A"** and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chair or such other Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto.

Section 5. Sale of Bonds. Pursuant to the provisions of Section 190.016(1) of the Act, the Bonds may be delivered in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

Section 6. Appointment of Trustee. The District hereby appoints U.S. Bank Trust Company, National Association, as Trustee for the Bonds. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

Section 7. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Collier County, Florida, for validation and the proceedings incident thereto for the Bonds and for the Special Assessments to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chair or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's Assessment Consultant are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 8. Authorization and Ratification of Prior and Subsequent Acts. The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution, the Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 9. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series fixing the details of such series of Bonds remaining to be specified or delegating to a Designated Member the authority to fix such details.

Section 10. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 11. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of Supervisors of the Hacienda North Community Development District, this 13th day of July, 2022.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Secretary/Assistant Secretary, Board of Supervisors	Chair, Board of Supervisors

EXHIBIT A

FORM OF MASTER TRUST INDENTURE

BMO DRAFT #2
7/5/22

MASTER TRUST INDENTURE

BETWEEN

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

DATED AS OF _____ 1, 2022

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EXHIBIT A – FORM OF REQUISITION

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE is dated as of _____ 1, 2022, by and between **HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee"), a national banking association and having the authority to exercise corporate trust powers, with its designated corporate trust office located at 225 West Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and, by virtue of Sections 190.011(14), 190.021(2), and 190.022(1) of the Act, to levy and collect Assessments (as defined herein) therefor as provided in Chapter 170, Florida Statutes, as amended, and to levy and collect user charges and fees therefor as provided in Section 190.011(14) of the Act; and

WHEREAS, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereinafter defined) is and will be necessary and desirable in serving the District's goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within and without the boundaries of the District, all of which is located in Collier County, Florida; and

WHEREAS, the execution and delivery of the Bonds (hereinafter defined) and of this Master Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Master Indenture a valid and binding agreement and a valid and binding lien on the Trust Estate (hereinafter defined) have been done;

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds by the Owners (hereinafter defined), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereinafter defined) issued hereunder according to their tenor and effect

and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (i) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (ii) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereinafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED (a) that this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) that the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) that the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, (d) that the Bonds of a Series are to be issued, authenticated and delivered, and (e) that the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants,

conditions, uses, agreements and trusts set forth in this Master Indenture and the Supplemental Indenture authorizing the issuance of a Series of Bonds, and the District covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

ARTICLE I
DEFINITIONS

Section 101. Meaning of Words and Terms. The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly intended:

"***Accountant***" shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

"***Accountant's Certificate***" shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountants) from time to time selected by the District.

"***Accounts***" shall mean all accounts created pursuant to Section 502 hereof or a Supplemental Indenture except amounts on deposit in the Series Rebate Account within the Rebate Fund.

"***Accreted Value***" shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places) equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Capital Appreciation Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Capital Appreciation Bond as of such date shall be the amount determined by compounding the Accreted Value of such Capital Appreciation Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) one hundred eighty (180). A table of Accreted Values for the Capital Appreciation Bonds shall be incorporated in a

Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

"***Acquisition and Construction Fund***" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"***Act***" shall mean Chapter 190, Florida Statutes, as amended from time to time.

"***Additional Bonds***" shall mean Bonds of a Series authenticated and delivered pursuant to the terms of a Supplemental Indenture providing for the issuance of parity Additional Bonds of such Series.

"***Additional Series Project***" shall mean the acquisition and/or construction of any additions, extensions, improvements and betterments to and reconstructions of a Series Project to be financed, in whole or in part, from the proceeds of any Subordinate Debt.

"***Amortization Installments***" shall mean the moneys required to be deposited in a Series Sinking Fund Account within a Series Debt Service Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

"***Assessments***" shall mean all "special assessments" and "benefit special assessments" levied and collected by or on behalf of the District pursuant to Sections 190.011(14), 190.021(2) and 190.022(1) of the Act, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds. Assessments shall not include Operation and Maintenance Assessments.

"***Authorized Denomination***" shall, except as provided in any Supplemental Indenture relating to a Series of Bonds, mean the denomination of $5,000 or any integral multiple thereof.

"***Authorized Officer***" shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

"***Beneficial Owners***" shall have the meaning given such term by the Depository Trust Company so long as it is the registered Owner through its nominee Cede & Co of the Bonds as to which such reference is made to enable such Bonds to be held in book-entry only form, and, shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"***Bond Anticipation Notes***" shall mean bond anticipation notes issued by the District pursuant to a Supplemental Indenture in anticipation of the sale of an authorized Series of Bonds and in a principal amount not exceeding the principal amount of such anticipated Series of Bonds.

"***Bond Counsel***" shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

"***Bond Registrar***" or "***Registrar***" shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registration books of the District reflecting the names, addresses, and other identifying information of Owners of Bonds of such Series.

"***Bond Year***" shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of May in each year and ending on the last day of April of the following year.

"***Bonds***" shall mean the Outstanding Bonds of all Series.

"***Business Day***" shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed or any day on which the New York Stock Exchange is closed.

"***Capital Appreciation Bonds***" shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

"***Capitalized Interest***" shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of a Series Project to be funded by such Series, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series.

"***Chair***" shall mean the Chair or Vice Chair of the Governing Body of the District, or his or her designee, or the person succeeding to his or her principal functions.

"***Code***" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

"***Completion Bonds***" shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

"***Connection Fees***" shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

"***Consulting Engineer***" shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

"***Cost***" as applied to a Series Project or Additional Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof, to the extent such costs are consistent with the definition set forth in Section 190.003(8), Florida Statutes, and other applicable law.

"***Credit Facility*" *or* "*Liquidity Facility***" shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit Facility or Liquidity Facility if then in effect.

"***Current Interest Bonds***" shall mean Bonds of a Series the interest on which is payable at least annually.

"***Date of Completion***" with respect to a Series Project or Additional Series Project shall mean: (i) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineer filed with the Trustee and the District; or (ii) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineer, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineer shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

"***Debt Service***" shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

"***Debt Service Fund***" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"***Delinquent Assessments***" shall mean, collectively, any and all installments of any Assessments pledged to a Series of Bonds which are not paid when due, including any applicable grace period under State law or District proceedings.

"***Depository***" shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

"***Direct Billed***" shall mean Assessments or Operation and Maintenance Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

"***District***" shall mean the Hacienda North Community Development District, a community development district established pursuant to the Act or any successor thereto which succeeds to the obligations of the District hereunder.

"***Engineer's Certificate***" shall mean a certificate of the Consulting Engineer or of such other engineer or firm of engineers having a favorable repute for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

"Event of Default" shall mean any of the events described in Section 902 hereof or in a Supplemental Indenture relating to a specific Series of Bonds.

"***Federal Securities***" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (i) Government Obligations, (ii) any Tax Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax Exempt Obligations, (iii) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust and (iv) investment agreements at least 100% collateralized by obligations described in clauses (i), (ii) or (iii) above.

"***Fiscal Year***" shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"***Funds***" shall mean all funds, except the Rebate Fund, created pursuant to Section 502 hereof.

"***Governing Body***" shall mean the Board of Supervisors of the District.

"***Government Obligations***" shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

"***Indenture***" shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures, and shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

"***Insurer***" shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

"***Interest Payment Date***" shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

"***Investment Obligations***" shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Bond Anticipation Notes or Bonds, mean and includes any of the following securities:

(i) Government Obligations;

(ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government-sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;

(iii) Direct and general obligations of any state of the United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(iv) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P;

(v) Bank or broker repurchase agreements fully secured by securities specified in (i) or (ii) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than $100,000,000;

(vi) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(vii) Any short term government fund or any money market fund whose assets consist of (i), (ii) and (iii) above;

(viii) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P;

(ix) (A) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee, and (B) obligations of any state of the United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement; and

(x) The Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws.

Under all circumstances, the Trustee shall be entitled to conclusively rely on the direction of an Authorized Officer that any investment directed by the District is permitted under the Indenture and is a suitable and legal investment for funds of the District.

"***Letter of Credit Agreement***" shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

"***Liquidity Agreement***" shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

"***Majority Owners***" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds of a Series then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

"***Master Indenture***" shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

"***Maturity Amount***" shall mean the amount due at maturity with respect to a Capital Appreciation Bond.

"***Maximum Annual Debt Service Requirement***" shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

"***Moody's***" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody's will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"***Operation and Maintenance Assessments***" shall mean "special assessments" described in Section 190.022(1), Florida Statutes, and "maintenance special assessments" described in Section 190.021(3), Florida Statutes, levied and collected for the maintenance of District facilities or the operations of the District.

"***Option Bonds***" shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

"***Outstanding***" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

(i) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

(iv) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI of this Master Indenture.

"***Owner***" or "***Owners***" shall mean the registered owners from time to time of Bonds.

"***Paying Agent***" shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

"***Pledged Funds***" shall mean all of the Series Pledged Funds.

"***Pledged Revenues***" shall mean all of the Series Pledged Revenues.

"***Prepayments***" shall mean the principal amount of any Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due. Prepayments shall not include any interest paid on such Assessments.

"***Property Appraiser***" shall mean the Property Appraiser of Collier County, Florida, or the person succeeding to such officer's principal functions.

"***Rebate Amount***" shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

"***Rebate Analyst***" shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.

"***Rebate Fund***" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"***Record Date***" shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.

"***Redemption Price***" shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.

"***Refunding Bonds***" shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Bonds then Outstanding.

"***Reserve Fund***" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"***Revenue Fund***" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"***S&P***" shall mean S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and its assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"***Secretary***" shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee or the person succeeding to his or her principal functions.

"***Serial Bonds***" shall mean Bonds (other than Term Bonds) that mature in annual or semi-annual installments.

"***Series***" shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such Supplemental Indenture regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the District upon original issuance.

"***Series Acquisition and Construction Account***" shall mean the account within the Acquisition and Construction Fund with respect to each Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"***Series Capitalized Interest Account***" shall mean any Series Capitalized Interest Account to be established within a Series Debt Service Account by Supplemental Indenture with respect to any Series of Bonds issued under this Master Indenture, as authorized pursuant to this Master Indenture.

"***Series Debt Service Account***" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"***Series Interest Account***" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"***Series Pledged Funds***" shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

"***Series Pledged Revenues***" shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

"***Series Principal Account***" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"***Series Project***" or "***Series Projects***" shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

"***Series Rebate Account***" shall mean the account in the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"***Series Redemption Account***" shall mean the account so designated in, and created pursuant to, Section 502 hereof.

"***Series Reserve Account***" shall mean the Reserve Account for the Series of Bonds, if any, established in the Reserve Fund by Supplemental Indenture in an amount equal to the Series Reserve Account Requirement for such Series of Bonds.

"***Series Reserve Account Requirement***" shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for each Series of Bonds; provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the "Series Reserve Account Requirement" shall be an amount equal to the lesser of: (A) Maximum Annual Debt Service Requirement for all Outstanding Bonds of such Series, (B) 125% of the average annual debt service for all Outstanding Bonds of such Series, or (C) the aggregate of 10% of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of: (1) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (2) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (C) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal

amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Account Requirement for a Series is zero.

"***Series Revenue Account***" shall mean the Revenue Account for a Series of Bonds established in the Revenue Fund by Supplemental Indenture for such Series of Bonds.

"Series Sinking Fund Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"***Series Trust Estate***" shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

"State" shall mean the State of Florida.

"***Subordinate Debt***" shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

"***Supplemental Indenture***" shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

"***Taxable Bonds***" shall mean Bonds of a Series which are not Tax Exempt Bonds.

"***Tax Collector***" shall mean the Tax Collector of Collier County, Florida, or the person succeeding to such officer's principal functions.

"***Tax Exempt Bonds***" shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

"***Tax Exempt Obligations***" shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

"***Tax Regulatory Covenants***" shall mean the tax covenants of the District contained in the tax certificate prepared by Bond Counsel, executed by the District and contained in the closing transcript relating to a Series of Tax Exempt Bonds, setting forth the covenants of the District necessary for the preservation of the excludability of interest thereon from gross income for federal income tax purposes, as such covenants shall be amended from time to time upon written instructions from Bond Counsel.

"***Term Bonds***" shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

"***Time Deposits***" shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any federal or State savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by State law.

"***Trust Estate***" shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

"***Trustee***" shall mean U.S. Bank Trust Company, National Association with its designated office in Orlando, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

"***Uniform Method***" shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

"***Variable Rate Bonds***" shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Owner," "person," "Paying Agent," and "Bond Registrar" shall include the plural as well as the singular number and the word "person shall mean any individual, corporation partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of State law shall be deemed to include any and all amendments thereto.

ARTICLE II
FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

Section 201. Issuance of Bonds. For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 of this Article. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds and, as may be provided in such Supplemental Indenture, all of the provisions of this Master Indenture shall be

for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 202. Details of Bonds. Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit Facility or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Orlando, Florida; provided, however, that presentation shall not be required if the Bonds are in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than $1,000,000 in aggregate principal amount of the Bonds, or, if less than such amount, all of the Bonds then Outstanding). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Execution and Form of Bonds. The Bonds shall be signed by, or bear the facsimile signature of the Chair, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on the face of the Bonds shall be signed by, or bear the facsimile signature, of the Trustee; provided, however, that each Bond shall be manually signed by either the Chair, the Secretary or the Trustee. The official seal of the District shall be imprinted

or impressed on each Bond. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and transfer to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

Section 204. Negotiability, Registration and Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State.

Section 205. Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed the absolute Owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered Owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered owner of any Bond as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Special Obligations. Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of the State. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon

any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

Section 207. Authorization of Bonds. (a) There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of: (i) paying all or part of the Cost of a Series Project or Series Projects or refunding an Outstanding Series of Bonds or any portion thereof; (ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds; and (iii) paying the costs and expenses of issuing such Series of Bonds.

(b) Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following:

(i) an executed and attested original or certified copy of this Master Indenture;

(ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization Installments, if any, for the Term Bonds of such Series, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;

(iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally and subject to equitable principles, whether in a proceeding at law or in equity

and that the Assessments are legal, valid, and binding liens upon the property against which the Assessments are made, coequal with the lien of all State, County and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid;

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are not Taxable Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to the initial purchasers.

Execution of a Series of Bonds by the District shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the District and payment to the Trustee of the initial purchase price for a Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the underwriter of such Series of Bonds.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chair or Vice Chair of the District.

(c) The proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

(i) the amount received as accrued interest on the Bonds shall be deposited to the credit of the Series Interest Account and Capitalized Interest, if any, shall be deposited to the credit of the Series Interest Account or Series Capitalized Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, shall be deposited to the credit of the Series Reserve Account; and

(iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 208. Temporary Bonds. Pending delivery of definitive Bonds, there may be executed, authenticated, and delivered to the Owners thereof, in lieu of definitive Bonds and subject to the same limitations and conditions except as to identifying numbers, temporary printed, engraved, lithographed or typewritten Bonds in Authorized Denominations, substantially of the tenor set forth in the Bond form to be set forth in the Supplemental Indenture authorizing such Series of Bonds. The District shall cause definitive Bonds to be prepared and to

be executed, endorsed, registered and delivered to the Trustee, and the Trustee, upon presentation to it of any temporary Bond, shall cancel the same or cause the same to be canceled and cause to be authenticated and delivered, in exchange therefor, at the place designated by the Owner, without expense to the Owner, definitive Bonds of the same Series and in the same aggregate principal amount, maturing on the same date and bearing interest or yield to maturity at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits of this Master Indenture and any Supplemental Indenture as the definitive Bonds to be issued hereunder.

Section 209. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated or destroyed or lost, the District may cause to be executed, and the District may cause to be delivered, a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

Section 210. Parity Obligations Under Credit Agreements. As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable on parity with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

Section 211. Bond Anticipation Notes. Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit, in the

related Series Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

Section 212. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture may be issued either as Tax Exempt Bonds or Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE III
REDEMPTION OF BONDS

Section 301. Redemption Generally. The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of a Series shall be called for redemption, the particular Bonds of such Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereinafter referred to as the "unit of principal amount").

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the Redemption Price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series

representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest Redemption Price (including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series.

Section 302. Notice of Redemption; Procedure for Selection. The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds so to be redeemed. Except as provided below, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of $1,000,000 or more in the principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (i) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (ii) the CUSIP numbers of all Bonds being redeemed; (iii) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (iv) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the Series designation; (v) the rate or rates of interest borne by each Bond being redeemed; (vi) the maturity date of each Bond being redeemed; (vii) the place or places where amounts due upon such redemption will be payable; (viii) any condition or conditions to be met prior to the redemption of the Bonds being redeemed; and (ix) the notice date, redemption date, and Redemption Price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while

such Bonds are held in a book-entry only format. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 303. Effect of Calling for Redemption. On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above, the Bonds called for redemption shall be due and payable at the Redemption Price provided for the redemption of such Bonds on such date and, moneys for payment of the Redemption Price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the Redemption Price thereof, and interest, if any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

Section 304. Cancellation. Bonds called for redemption shall be canceled upon the surrender thereof.

ARTICLE IV
ACQUISITION AND CONSTRUCTION FUND

Section 401. Acquisition and Construction Fund. There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and there shall be deposited to the credit of the Series Acquisition and Construction Accounts the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

Section 402. Payments from Acquisition and Construction Fund. Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) hereof.

Section 403. Cost of a Series Project. For the purposes of this Master Indenture, the Cost of the Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of State law, or this Master Indenture, the following:

(i) *Expenses of Bond Issuance*. All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit Facility or Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees, expenses and Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.

(ii) Accrued and Capitalized Interest. Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Interest Account or Series Capitalized Interest Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account or Series Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Series Capitalized Interest Account or Series Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount on deposit in such Series Acquisition and Construction Account, together with earnings thereon will be sufficient to complete the related Series Project which is to be funded from such Series Acquisition and Construction Account.

(iii) *Acquisition Expenses*. The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-way, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute a Series Project or which are necessary or convenient to acquire, install and construct a Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(iv) *Construction Expense*. All costs incurred including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of a Series Project, and including without limitation costs incident to the award of contracts.

(v) *Other Professional Fees and Miscellaneous Expenses*. All legal, architectural, engineering survey, and consulting fees, as well as all financing charges, taxes, insurance

premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of a Series Project.

(vi) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction of a Series Project.

(vii) Costs of surveys, estimates, plans and specifications.

(viii) Costs of improvements.

(ix) Financing charges.

(x) Creation of initial reserve and debt service funds.

(xi) Working capital.

(xii) Amounts to repay temporary bonds or Bond Anticipation Notes or loans made to finance any costs permitted under the Act.

(xiii) Costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services or any other person for a default or breach under the corresponding contract, or in connection with any dispute.

(xiv) Premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same.

(xv) Expenses of management and supervision of a Series Project.

(xvi) Costs of effecting compliance with any and all governmental permits relating to the Series Project.

(xvii) Any other "cost" or expense as provided by the Act.

(xviii) *Refinancing Costs*. All costs described in (i) through (xvii) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation of the District.

Section 404. Disposition of Balances in Acquisition and Construction Fund. On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Redemption Account or as otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Account in the Supplemental Indenture relating to such Series of Bonds.

ARTICLE V
ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. Lien. There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Section 502. Establishment of Funds. The following funds and accounts are hereby established and shall be held by the Trustee:

(a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a separate Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series of Bonds issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Debt Service Account and within such Series Debt Service Account,

(i) a Series Interest Account,

(ii) a Series Principal Account,

(iii) a Series Sinking Fund Account,

(iv) a Series Redemption Account and therein a Series Prepayment Subaccount and a Series Optional Redemption Subaccount, and

(v) a Series Capitalized Interest Account

for each such Series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Series Accounts or dispense with the Series Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

Section 503. Acquisition and Construction Fund.

(a) *Deposits*. The District shall pay to the Trustee, for deposit into the related Series Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

(1) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

(2) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;

(3) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof;

(4) such other amounts as may be provided in a Supplemental Indenture; and

(5) amounts received from a governmental entity pursuant to an interlocal agreement or other similar agreement between the District and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of a Series Project.

Amounts in such Series Acquisition and Construction Account shall be applied to the Cost of the Series Project; provided, however, that if any amounts remain in such Series Acquisition and Construction Account after the Date of Completion, and if such amounts are not reserved for payment of any remaining part of the Cost of the Series Project, such amounts shall be applied in the manner set forth in Section 404 above.

(b) *Disbursements*. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition substantially in the form of Exhibit A attached hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate the Trustee shall promptly withdraw from the Series Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this Section 503(b) or to determine that the requisition is for payment of a cost for which payment is permitted hereunder.

(c) *Inspection*. All requisitions and certificates received by the Trustee pursuant to this Article shall be retained in the possession of the Trustee, subject at all reasonable times during the normal business hours of the Trustee to the inspection of the District, the Consulting Engineer, the Owner of any Bonds of the related Series, and the agents and representatives thereof.

(d) *Completion of Series Project*. On the Date of Completion, the balance in the Series Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of the Series Project shall be applied in accordance with the provisions of Section 404 hereof. The Trustee shall have no duty to determine whether the Date of Completion has occurred and the Trustee shall not be deemed to have knowledge that the Date of Completion has occurred until the Trustee has received the certificate of the Consulting Engineer establishing such Date of Completion as specified in the definition of Date of Completion in Section 101 hereof.

Section 504. Revenue Fund and Series Revenue Accounts. The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt of all such Pledged Revenues (except Prepayments), when received, into the related Series Revenue Account and to immediately deposit all Prepayments, when received, into the related Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds. The Trustee may assume that any payments made by the District are not Prepayments and are to be deposited into the applicable Series Revenue Account absent written notification to the contrary to the Trustee at the time such funds are deposited with the Trustee.

Section 505. Debt Service Fund and Series Debt Service Account.

(a) *Principal, Maturity Amount, Interest and Amortization Installments*. Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, on the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series

Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:

(i) to the credit of the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein will equal the amount of interest payable on such Series of Bonds on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein will equal the principal amount, if any, payable with respect to Serial Bonds of such Series of Bonds on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series of Bonds are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series of Bonds on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature, to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series of Bonds maturing on such Interest Payment Date;

(v) to the credit of the Series Reserve Account, an amount, if any, which, together with the amount then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the credit of the Series Rebate Account the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) *Disposition of Remaining Amounts on Deposit in Series Revenue Account.* The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to pay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, Series Sinking Fund Account, and Series Redemption Account in each Bond Year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of all Serial Bonds payable in such Bond Year, the Maturity Amount

of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installments required to be paid into the Series Sinking Fund Account in such Bond Year, and (ii) any amounts remain in the Series Revenue Account, then, such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser, or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and applied to any lawful purpose of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein, or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Redemption Account.

(c) *Series Reserve Account.* Moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose and as provided in Section 905 hereof.

(d) *Series Debt Service Account.* Moneys held for the credit of a Series Interest Account, Series Principal Account and Series Sinking Fund Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and to redeem Term Bonds of such Series that are subject to mandatory redemption from Amortization Installments, as the case may be.

(e) *Series Redemption Account.* Moneys representing Prepayments on deposit in a Series Redemption Account to the full extent of a multiple of an Authorized Denomination shall, unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary or extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) *Payment to the District.* When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Series Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture;

provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series to the aggregate principal amount of all Series Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

Section 506. Optional Redemption.

(a) *Excess Amounts in Series Redemption Account.* The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) *Purchase of Bonds of a Series.* The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on deposit in the related Series Principal Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Principal Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any

other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer of the District to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Series Redemption Account to pay the purchase price of such Bonds; (ii) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (iii) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (ii) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Principal Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year). The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the next preceding sentence from amounts on deposit in the related Series Principal Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Principal Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Series Principal Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (ii) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (iii) containing cash flows which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (ii) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installments for Bonds of such Series first coming due in the current Bond Year, or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series

maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bonds.

Section 507. Rebate Fund and Series Rebate Accounts.

(a) *Creation*. There is created and established by Section 502 hereof a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series of Tax Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) *Payment to United States*. The Trustee shall pay to the District upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) *Deficiencies*. If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section 507, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as in paragraph (b) above provided. The Trustee shall have no duty to pay any such deficiency from its own funds.

(d) *Survival*. The covenants and agreements of the District in this Section 507 and Section 809 and, any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Tax-Exempt Bonds of a Series from gross income for federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

Section 508. Investment of Funds and Accounts. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Series Accounts shall be invested as hereinafter in this Section 508 provided.

(a) *Series Acquisition and Construction Account, Series Revenue Account and Series Debt Service Account*. Moneys held for the credit of a Series Acquisition and Construction Account, a Series Revenue Account, and a Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in

writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Series Account will be required for the purposes intended.

(b) *Series Reserve Account*. Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) *Investment Obligations as a Part of Funds and Accounts*. Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall, to the extent permitted by law, sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.

(d) *Valuation*. In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. Unless otherwise provided in a Supplemental Indenture related to a Series of Bonds, the Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the Redemption Price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining

to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds and Accounts. For purposes of this Section 509: (a) a "deficiency" shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a "surplus" shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the applicable Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account, and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the direction of an Authorized Officer, to the credit of the Series Redemption Account or the Series Principal Account, or as otherwise provided in the related Supplemental Indenture.

Section 510. Investment Income. Unless otherwise provided in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account and a Series Revenue Account shall be deposited, as realized, to the credit of such Series Account and used for the purpose of such Account. Unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds, earnings on investments in a Series Principal Account and Series Redemption Account shall be deposited, as realized, to the credit of such Series Interest Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall, unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds, be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve

Account since such date, then earnings on investments in the Series Reserve Account shall be deposited, as realized, in the Series Revenue Account.

(b) if as of the last date on which amounts on deposit in the Series Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 above) in the Series Reserve Account, or if after such date withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be deposited to the credit of the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account

Section 511. Cancellation of Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall, upon request of the District, execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

ARTICLE VI
CONCERNING THE TRUSTEE

Section 601. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties and obligations expressly set forth herein, and no duties or obligations shall be implied against the Trustee.

Section 602. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee; and the Trustee shall be under no responsibility for the correctness thereof.

Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of counsel concerning all questions hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance of its duties hereunder, the Trustee may conclusively rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatsoever in connection with the trust hereunder, except only its own negligence or willful misconduct.

Section 604. Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and

disbursements, including the reasonable fees and expenses of Trustee's counsel, and, to the extent permitted under State law, and without waiving any limitations of liability set forth in Section 768.28, Florida Statutes, or other applicable law, shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to the Trustee's own negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture and payable to the District other than moneys from a Credit Facility or Liquidity Facility. This provision shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts of deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) or (b) hereof, as the case may be, upon the occurrence of an Event of Default.

Section 605. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the District to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 606. Notice of Default; Right to Investigate. The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section 606 and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace provided for therein) or if the Trustee based upon the advice of counsel upon which the Trustee is entitled to conclusively rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and, after receipt of written notice thereof by a Credit Facility issuer or a Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least 25% in aggregate principal amount of the Outstanding Bonds affected by such default. The Trustee may, however, at any time require of the District full information as to the performance of any covenant hereunder; and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the District, an investigation into the affairs of the District.

Section 607. Obligation to Act on Default. Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its own negligence or willful misconduct in connection with any such action.

Section 608. Reliance by Trustee. The Trustee may conclusively rely upon in acting on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture, and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

Section 609. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

Section 610. Construction of Ambiguous Provision. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

Section 611. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee has already been appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within sixty (60) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed.

Section 612. Removal of Trustee. Any Trustee hereunder may be removed at any time upon thirty (30) days' notice, with or without cause, by a written instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if

an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series of Bonds as to which such Event of Default exists and filed with the Trustee and the District.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than 20% in aggregate principal amount of the Bonds then Outstanding.

Section 613. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent shall not be unreasonably withheld, of any Credit Facility issuer and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 614. Qualification of Successor Trustee. A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least $50,000,000.

Section 615. Instruments of Succession. Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder and certifying that it is qualified to serve as successor Trustee hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee

herein. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 616. Merger of Trustee. Any corporation, entity or purchaser into which any Trustee hereunder may be merged or with which it may be consolidated or sold or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation, entity or purchaser resulting from any merger, consolidation or sale to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation, entity or purchaser continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation, entity or purchaser does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

Section 617. Resignation of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If the successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

Section 618. Removal of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

Section 619. Appointment of Successor Paying Agent or Bond Registrar. In case at any time the Paying Agent or Bond Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Bond Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying Agent or Bond Registrar so appointed shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

Section 620. Qualifications of Successor Paying Agent or Bond Registrar. Every successor Paying Agent or Bond Registrar (i) shall be a commercial bank or trust company (a) duly organized under the laws of the United States or any state or territory thereof, (b) authorized by law to perform all the duties imposed upon it by this Master Indenture, and (c) capable of meeting its obligations hereunder, and (ii) shall have a combined net capital and surplus of at least $50,000,000.

Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar. Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

Section 622. Successor by Merger or Consolidation. Any corporation, entity or purchaser into which any Paying Agent or Bond Registrar hereunder may be merged, converted or sold or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation, entity or purchaser resulting from any merger, sale or consolidation or purchase to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

Section 623. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the

District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish or otherwise make available to the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 624. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE VII
FUNDS CONSTITUTE TRUST FUNDS

Section 701. Trust Funds. Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Series Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner herein and in the Supplemental Indenture relating to such Series of Bonds provided and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Account in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Series Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and to a second lien in favor of the Trustee as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) or (b) hereof, as applicable, upon the occurrence of an Event of Default; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of such Series of Bonds and the issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds.

ARTICLE VIII
COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 801. Payment of Bonds. The District shall duly and punctually pay or cause to be paid, but only from the Series Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

Section 802. Extension of Payment of Bonds. Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

Section 803. Further Assurance. At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture; provided, however, that nothing herein shall be construed as a pledge of the full faith and credit of the District or a general obligation of the District.

Section 804. Power to Issue Bonds and Create a Lien. The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, but without intending to waive any limitations on liability set forth in Section 768.28, Florida Statutes, or other applicable law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

Section 805. Power to Undertake Series Projects and to Collect Pledged Revenues. The District has or will have upon the date of issuance of each Series of Bonds, and will have so

long as any Bonds are Outstanding, good right and lawful power: (i) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (ii) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

Section 806. Sale of Series Projects. The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be applied as provided in the corresponding Supplemental Indenture. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineer shall in writing approve such sale or lease; the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the corresponding Supplemental Indenture.

Notwithstanding the foregoing, the District may: (i) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (ii) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (iii) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

Section 807. Completion and Maintenance of Series Projects. The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

Section 808. Accounts and Reports.

(a) **Accounts Report**. The Trustee shall, within ninety (90) days after the close of each Fiscal Year so long as any Bonds are Outstanding, file with or otherwise make available to the District a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis.

(b) **Default Certificate**. The District shall file with the Trustee, so long as any Bonds are Outstanding, a certificate of an Authorized Officer upon the occurrence of an Event of Default as described in Section 902(g) hereof, such certificate to contain a description of the nature of such Event of Default and actions taken or to be taken to remedy such Event of Default.

(c) **Inspection**. The reports, statements and other documents required to be furnished by the District to the Trustee and by the Trustee to the District pursuant to any provisions hereof shall be available for inspection by any Owner at the designated office of the District upon the giving of at least five (5) days advance written notice to the District.

(d) **Reports Pursuant to Uniform Special District Accountability Act of 1989**. The District covenants and agrees that it will comply with the provisions of Chapter 189.01 et seq., Florida Statutes, as amended, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

Section 809. Arbitrage and Other Tax Covenants. The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause the Tax Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986. The District further covenants that it will take all such actions after delivery of any Tax Exempt Bonds as may be required in order for interest on such Tax Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Internal Revenue Code of 1986) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in a Series Rebate Account, remit to the United States that Rebate Amount at the time and place required by this Master Indenture and any Supplemental Indenture, including any Tax Regulatory Covenants contained therein. Notwithstanding the foregoing, nothing shall require the District to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the Governing Body.

Section 810. Enforcement of Payment of Assessments. The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay,

when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged; and to pay or cause to be paid the proceeds of such Assessments as received to the Trustee in accordance with the provisions hereof.

Section 811. Method of Collection of Assessments. The District shall levy and collect Assessments in accordance with applicable State law, including the Act.

Section 812. Delinquent Assessment. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment pledged to a Series of Bonds, then such Assessment shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment, the District either on its own behalf or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Outstanding Bonds of the Series, declare the entire unpaid balance of such Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments, to the extent such information is reasonably available to the District, together with a copy of the District's annual audit and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

Notwithstanding anything to the contrary herein, the District shall be entitled to recover from any foreclosure or other enforcement action before such proceeds are applied to the payment of principal or interest on the Bonds, all fees and costs expended in connection with such foreclosure, regardless of whether such fees and costs are included as part of the Assessments or Pledged Revenues. The foregoing is not intended and does not create a right for the District to be paid prior to the Trustee's right as provided in Section 905 hereof.

Section 813. Deposit of Proceeds from Sale of Tax Certificates. If any tax certificates relating to Delinquent Assessments which are pledged to secure the payment of the principal and interest on a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

Section 814. Sale of Tax Deed or Foreclosure of Assessment Lien. If any property shall be offered for sale for the nonpayment of any Assessment, which is pledged to a Series of Bonds,

and no person or persons shall purchase such property for an amount greater than or equal to the full amount due on the Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to or less than the balance due on the Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series of Bonds to which such Assessments were pledged; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners of the applicable Series of Bonds secured by such Assessment, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Majority Owners of the Outstanding Bonds of such Series or the Trustee acting at the written request of such Majority Owners.

Section 815. Other Obligations Payable from Assessments. The District will not issue or incur any obligations payable from the proceeds of Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments other than the lien of any Subordinate Debt except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to State law, or as otherwise provided in a Supplemental Indenture.

Section 816. Re-Assessments. If any Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessments are so irregular or defective that they cannot be enforced or collected, or if the District shall have omitted to make such Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause new Assessments to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Assessments from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessments shall also be annulled, the District shall obtain and make other Assessments until valid Assessments shall be made.

Section 817. General. The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance the issue of such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State applicable to the District.

The District shall not enter into any contract or take any action by which the rights of the Trustee or the Owners may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Series Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 901. Extension of Interest Payment. If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled, in case of default hereunder, to the benefit or security of this Master Indenture unless the aggregate principal amount of all Bonds of such Bonds then Outstanding and of all accrued interest, the time for payment of which shall not have been extended, shall have previously been paid in full.

Section 902. Events of Default. Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

(a) Any payment of Debt Service on such Series of Bonds is not made when due;

(b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;

(c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of a related Series Project;

(d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment

or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) Any portion of the Assessments pledged to a Series of Bonds shall have become Delinquent Assessments and, as the result thereof, the Trustee has withdrawn funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds;

(h) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Assessments pledged to a Series of Bonds are not paid by the date such are due and payable, and such default continues for sixty (60) days after the date when due; and

(i) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds on the part of the District to be performed (other than a default in the payment of Debt Service on the related Series of Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds of such Series then Outstanding and affected by such default; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred or exist if the District shall commence such performance within such thirty (30) day period and shall diligently and continuously prosecute the same to completion.

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified in clauses (a) through (i) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bonds of such Series then

Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section 903, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section 903) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series then Outstanding not then due except by virtue of a declaration under this Section 903, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 904. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under State law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607 hereof, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings.

The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (1) an Event of Default shall have occurred and is continuing; (2) the Majority Owners of such Series Outstanding have requested the Trustee, in writing, to exercise the powers granted in this first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (3) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (4) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (5) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of such Series Outstanding. The provisions of the immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910 and the second paragraph of this Section 904. No Owner or Owners of such Series of Bonds shall have any right in any manner whatsoever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds. Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied:

FIRST: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

SECOND: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

THIRD: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and, then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 of this Article, then, if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 of this Article, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section 905 are in all respects subject to the provisions of Section 901 of this Article.

Whenever moneys are to be applied pursuant to this Section 905, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

Section 906. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

Section 907. Restriction on Individual Owner Actions. Except as provided in Section 910 below, no Owner of any of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

Section 908. No Remedy Exclusive. No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

Section 909. Delay Not a Waiver. No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 910. Right to Enforce Payment of Bonds. Nothing in this Article shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such

person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

Section 911. No Cross Default Among Series. The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

Section 912. Indemnification. Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's negligence or willful misconduct. In the case of an indemnity from the District, such indemnity may only be provided by the District to the extent permitted by State law, and shall not cause the District to waive any limitations of liability as may be set forth in Section 768.28, Florida Statutes, or other applicable law.

Section 913. Provisions Relating to Bankruptcy or Insolvency of Landowner. (a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least three percent (3%) of the Assessments pledged to the Bonds of a Series Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

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

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Outstanding Bonds of a Series or any rights of the Trustee under the Indenture (provided, however, the Majority Owners shall be deemed to

have consented to the proposed action if the District does not receive a response from the Majority Owners or the Trustee acting at the direction of the Majority Owners within sixty (60) days following delivery to the Majority Owners and the Trustee of a written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Bonds of a Series Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee or the Majority Owners;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners within sixty (60) days following delivery to the Majority Owners and the Trustee of a written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessments pledged to the Bonds of a Series Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Nothing in this Section 913 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

ARTICLE X
EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

Section 1002. Deposit of Bonds. Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee.

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Without Owner Consent. The Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

(a) to provide for the initial issuance of a Series of Bonds or Refunding Bonds of a Series; or

(b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of Refunding Bonds of a Series which defease and discharge the Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

(c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or

(d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or

(e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Outstanding Bonds; or

(f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190, 197 and 298, Florida Statutes, or any other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (a) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (b) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or

(g) to modify the provisions of this Master Indenture or any Supplemental Indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Bonds Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent. Subject to the provisions contained in this Section 1102, and not otherwise, the Majority Owners then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying,

altering, amending, adding to or rescinding, in any particular, any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

(a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(b) a reduction in the principal, premium, or interest on any Bond;

(c) a preference or priority of any Bond over any other Bond; or

(d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

In addition to the foregoing, the Majority Owners of any Series then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

(a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;

(b) a reduction in the principal, premium, or interest on any Bond of such Series;

(c) a preference or priority of any Bond of such Series over any other Bond of such Series; or

(d) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture; or

(e) any amendments to this Article XI.

If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District

shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section 1102 to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section 1102.

Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture. In addition to the other requirements herein set forth with respect to Supplemental Indentures or indenture supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee the opinion of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds. The opinions required by the foregoing shall be obtained at the expense of the District.

Section 1104. Supplemental Indenture Part of Indenture. Any supplemental indenture executed in accordance with this Article and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such supplemental indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof.

Section 1105. Insurer or Issuer of a Credit Facility or Liquidity Facility as Owner of Bonds. As long as a Credit Facility or Liquidity Facility securing all or a portion of the Bonds of a Series Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit Facility or Liquidity Facility, as the case may be, the issuer of the Credit Facility or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit Facility or Liquidity Facility: (i) at all times for the purpose of the execution and delivery of a supplemental indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be

undertaken by the Trustee at the Owner's written request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Series at the time Outstanding; (ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and (iii) following an Event of Default for all other purposes. Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit Facility or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting: (i) a change in the terms of redemption or maturity of any Bonds of a Series Outstanding or of any installment of interest thereon; or (ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or (iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment; or (iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

ARTICLE XII
DEFEASANCE

Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and any Letter of Credit Agreement and any Liquidity Agreement and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the written request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed in writing by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds or of a particular maturity, of a particular Series or of any part of a particular maturity or Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners

of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section 1201. All Outstanding Bonds of any particular maturity or Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if: (i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III notice of redemption of such Bonds on such date; (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be; (iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice to the registered Owners of such Bonds and to the Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on such Bonds; and (iv) an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased and that, in the case of Tax Exempt Bonds, such defeasance will not adversely affect the tax exempt status of such Series of Bonds.

(c) Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee: (i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate or, and to the extent all obligations under any Letter of Credit Agreement

or any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility and any Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and (ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement or any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture. For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(d) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section 1201, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture or under any Letter of Credit Agreement or any Liquidity Agreement.

(e) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and Redemption Price, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if, at the time a deposit is made pursuant to this subsection (e), the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (e). If any portion of the moneys deposited for the payment of the principal of and Redemption Price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement or any

Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture or any Letter of Credit Agreement or Liquidity Agreement.

(f) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall, at the written request of the District, be repaid by the Trustee or Paying Agent to the District as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(g) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(h) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (g) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds Outstanding" were a reference to the "Bonds of such Series Outstanding."

Section 1202. Moneys Held in Trust. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section 1202 shall be held in trust and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 1301. Effect of Covenant. All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or upon the Governing Body by this Master Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1302. Manner of Giving Notice to the District and the Trustee. Any notice, demand, direction, consent, request or other communication or instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be provided in writing (provided that any communication sent to the Trustee hereunder must be in the form of a document that is signed manually) and shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by overnight delivery, certified mail, return receipt requested, or e-mail:

To the District, addressed to:

Hacienda North Community Development District
c/o Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, Florida 34102
Attention: Russ Weyer
Email: rweyer@ree-i.com

To the Trustee, addressed to:

U.S. Bank Trust Company, National Association
225 West Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Department
Email: james.audette@usbank.com

or to such other address as shall be provided to the other party hereto in writing.

Section 1303. Manner of Giving Notice to the Owners. Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

Section 1304. Successorship of District Officers. If the offices of Chair or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

Section 1305. Inconsistent Provisions. All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

Section 1306. Further Acts; Counterparts. The officers and agents of the District are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

Section 1307. Headings Not Part of Indenture. Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference, and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

Section 1308. Effect of Partial Invalidity. In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds,

but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegals and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first above-written.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Hacienda North Community Development District has caused this Master Indenture to be executed by the Chair of its Board and its corporate seal to be hereunto affixed, attested by the [Secretary/Assistant Secretary] of its Board and U.S. Bank Trust Company, National Association has caused this Master Indenture to be executed by one of its corporate officers, all as of the day and year first above written.

(SEAL)

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____
[Name], Chair, Board of Supervisors

_____
[Name], Secretary/Assistant Secretary

[Signature Page | Master Trust Indenture]

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

_____

James Audette, Vice President

[Signature Page | Master Trust Indenture]

EXHIBIT A
FORM OF REQUISITION

The undersigned, an Authorized Officer of Hacienda North Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of _____ 1, 2022 (the "Master Indenture"), as supplemented by the [_____] Supplemental Indenture from the District to the Trustee, dated as of [_____] (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

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

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

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____

Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

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

_____

Consulting Engineer

EXHIBIT 30

MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES
HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

July 13, 2022

Board of Supervisors
Hacienda North Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Hacienda North Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements within the Development. This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

    - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
    - Preparation of rating strategies and presentations related to the issue being underwritten.
    - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
    - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
    - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
    - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
    - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
    - Preparation of post-sale reports for the issue, if any.
    - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of 2% of the par amount of Bonds issued or $50,000.

3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.

4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.

5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.

6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC



Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____

EXHIBIT A

Disclosures Concerning the Underwriter's Role

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.

(iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

EXHIBIT 31

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement is entered into this 13th day of July, 2022, by and between **HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "District"), and **BRYANT MILLER OLIVE P.A.,** a Florida professional service corporation ("BMO").

W I T N E S S ETH:

WHEREAS, the District plans to issue its revenue bonds (the "Bonds") to finance or refinance the acquisition, construction and equipping of certain assessable improvements benefiting residents of the District; and

WHEREAS, the District desires to engage BMO as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, BMO desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and BMO, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL

1.1. ***Duties of Bond Counsel***. BMO shall serve as bond counsel to the District in connection with the issuance of the Bonds. It is anticipated that such Bonds will be sold through a negotiated sale or private placement. The duties of BMO as bond counsel shall include the following:

1.1.1. Prepare all indentures (including a Master Indenture and Supplemental Indenture) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters/placement agents engaged by the District.

1.1.2. Review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that BMO shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and provided further, that BMO shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds.

1.1.3. Review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attending drafting and informational meetings regarding the Bonds.

1.1.4. Render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the interest to be paid with respect to the Bonds from federal income taxation.

1.2 ***Duties of Bond Counsel under this engagement are limited to those expressly set forth above. Among other things, Bond Counsel's duties do not include:***

1.2.1 Assisting in the preparation or review of an official statement or any other disclosure document with respect to the public offering of tax exempt debt obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

1.2.2 Preparing blue sky or investment surveys with respect to the debt instrument.

1.2.3 Drafting state constitutional or legislative amendments.

1.2.4 Pursuing test cases or other litigation (such as validation proceedings).

1.2.5 Making an investigation or expressing any view as to the creditworthiness of the District, any credit enhancement provider, liquidity provider or the debt instrument.

1.2.6 Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to any publicly offered debt or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

1.2.7 Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

1.2.8 After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on any tax exempt debt instrument will continue to be excludable from gross income for federal income tax purposes (e.g., this engagement does not include rebate calculations for any tax exempt debt).

1.2.9 Providing any advice or opinions on bankruptcy matters.

1.2.10 Providing advice or opinions on interest rate swap agreements.

1.2.11 Addressing any other matter not specifically set forth above that is not required to render BMO's legal opinions.

1.3. ***Fees and Expenses for Services Rendered as Bond Counsel.*** Based upon (i) our understanding of the terms, structure, size and schedule of the financing represented by each Series of Bonds; (ii) the duties we will undertake pursuant to this agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we will submit a fee for your approval prior to the issuance of each series of Bonds. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount originally anticipated; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee, we will advise you and request your prior approval. All fees will be inclusive of expenses incurred and expenses will not be separately billed. Our fee is usually paid at the closing for a Bond issue, and we customarily do not submit any statement until the closing unless there is a substantial delay in completing the financing. We may submit an additional statement for client charges following the closing.

If for any reason the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our bond opinion as Bond Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from $150 to $350, depending on personnel) for time actually spent on your behalf plus client charges, as described above.

1.4 Limitations on Engagement: Unless otherwise expressly stated herein, it is understood and agreed that the District is not relying upon Bond Counsel for investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom you are or may be dealing in connection with this matter.

1.5 Waiver of Future Conflicts: It is a condition of BMO's acceptance of this engagement that the District understand and agree that BMO may continue to represent, or may undertake in the future to represent, any existing or future client(s) in any matter which is not substantially related to the particular matter that BMO is handling for the District in this engagement.

1.6 Applicability to Future Engagements: Unless a different engagement letter is executed in the future, the terms of this engagement letter will also be applicable to and govern our professional relationship on all subsequent matters on or in which we may become involved or engaged on the District's behalf.

2. TERMINATION. This Agreement may be terminated by the District, or by BMO, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates BMO for reasonable cause related to the District's dissatisfaction with the quality of the services rendered by BMO (such as, for example, BMO's failure to meet reasonable deadlines imposed by the District, BMO's neglect of its duties hereunder, or BMO's improper performance of its duties hereunder), then no compensation shall be paid to BMO for any services theretofore rendered pursuant to Section 1 of this Agreement. If the District terminates BMO for any other reason, but nevertheless sells the Bonds, then compensation to be paid by the District shall be an amount equal to the number of hours devoted by BMO to its services as bond counsel pursuant to Section 1 above through the termination date multiplied by $350.00.

3. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

4. CONFLICTS. The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. BMO is disclosing to the District that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as underwriter's counsel or trustee's counsel on public finance matters in Florida. From time to time, BMO may represent the firms which may underwrite the District's bonds, notes or other obligations (and other financial institutions hired by the District) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and BMO can effectively represent the District and the discharge of BMO's professional responsibilities to the District will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the District expressly consents to such other representations consistent with the circumstances herein described. The District acknowledges and agrees that BMO's role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or counsel to other clients of BMO will not per se be construed as a conflict or be objectionable to the District.

Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve the District's interests in this engagement effectively, efficiently and responsively while endeavoring to accomplish its objectives in this engagement.

IN WITNESS WHEREOF, the District and BMO have executed this Agreement as of the 13th day of July, 2022.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

By:_____
Name:_____
Its: Chair, Board of Supervisors

BRYANT MILLER OLIVE P.A.

By:_____
Name **BRYANT MILLER OLIVE P.A.**

EXHIBIT 32

BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement (the "Agreement") is made and entered into this 13th day of July, 2022, by and between:

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida (the "District"), and

HACIENDA LAKES OF NAPLES LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 7742 Alico Road, Fort Myers, Florida 33912.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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:

SECTION 1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities and services.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

SECTION 2. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

SECTION 3. CAPITALIZATION. The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

SECTION 4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

SECTION 5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

SECTION 7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 8. 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.

SECTION 9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A.	**If to District:**	Hacienda North Community Development District 707 Orchid Drive, Suite 100 Naples, Florida 34102 Attn: District Manager
	With a copy to:	Coleman, Yovanovich & Koester, P.A. Northern Trust Building 4001 Tamiami Trail N., Suite 300 Naples, Florida 34103 Attn: Greg Urbancic
B.	**If to Developer:**	Hacienda Lakes of Naples, LLC 7742 Alico Road Fort Myers, Florida 33912 Attn: David Torres

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays,

Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the 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 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.

SECTION 11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

SECTION 13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

SECTION 14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

_____
Secretary/Assistant Secretary

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Chairman, Board of Supervisors

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

HACIENDA LAKES OF NAPLES, LLC,
a Florida limited liability company

_____
By: _____
Its: _____

EXHIBIT 33

July 5, 2022

Russ Weyer - President
Real Estate Econometrics, Inc.
707 Orchid Drive Suite 100
Naples, FL 34102

Re: Proposal to serve as Trustee, Paying Agent and Registrar for Hacienda North Community Development District

Dear Russ:

On behalf of U.S. Bank Trust Company, National Association, I am pleased to submit our proposal to provide Trustee, Registrar and Paying Agent Services for the Hacienda North Community Development District.

By way of background, U.S. Bank is the fifth largest and strongest bank in the United States and is the top ranked provider for municipal corporate trust services both nationally and locally in the state of Florida. In Florida, U.S. Bank has maintained the number one ranking on municipal issuances for sixteen consecutive years.

U.S. Bank has made a long-term commitment to remain in the corporate trust business and to expand its corporate trust services through acquisitions and the establishment of offices in key areas. The following are just a few of the many advantages that make U.S. Bank Global Corporate Trust an excellent choice for corporate trust services:

- Trust officers with extensive experience in working with all parties of the financing team.
- Local presence through our Orlando, Jacksonville and South Florida offices to ensure responsiveness for you and the bondholders.

U.S. Bank now offers our clients Pivot, a web-based secure and centralized online platform which provides real-time deal and account information that matters most. Pivot is a customizable, user-friendly interface, developed by experts and fully supported by our team of specialists. With easy online access to real-time account data and analysis tools, our updated platform increases efficiency and gives our clients confidence to make strategic decisions that enhance their operations. Pivot features include: straightforward account summary dashboard, document delivery with notification tools, quick view and multi-level data summaries with efficient shortcuts, customizable data-reporting automation and account grouping, large data download capabilities, reference to 15 months of historical data, comprehensive training, tech assistance and support. For a video demonstration, click the YouTube link: https://youtu.be/YV8AwThDRbU

We look forward to working with Hacienda North Community Development District and growing a strong banking relationship. Should you have any questions, please do not hesitate to call me directly at (407) 835-3820, or via email at: James.Audette@usbank.com .

Best regards,

James Audette
Vice President
Relationship Manager | Southeast Region

Hacienda North Community Development District
For Trustee, Paying Agent & Registrar Services

Acceptance Fee **$2,000.00 One Time, Payable in Advance**

Covers review of documents, participation in document conferences, establishing records/accounts, authentication/delivery of bonds, receipt of funds, establishment of procedures and ticklers necessary to perform our duties and monitor the various terms and covenants in the financing documents.

Annual Administration Fee* **$3,950.00 Per Series, Payable in Advance**
Each Additional Series $2,950.00

Maintenance of records in connection with the control of the bonds outstanding; review and compliance of document provisions; receive, pay out and control the movement of funds; pay periodic interest and principal; and prepare periodic accountings and reports. Bond Registrar and Paying Agent services are included. Standard Trustee disclosure information is provided in our services.

Trustee Counsel Fees **Billed at Cost, Not to Exceed $6,000.00**

Initial counsel fees paid at closing. Any additional ongoing legal fees and expenses would be billed at cost.

Incidental Expenses **7.75% of Annual Admin. Fee**

Incidental expenses, such as travel and closing expenses, wires, postage, copies, mailings, courier expenses, etc.

Pivot **Waived**

Pivot provides our clients the real-time deal and account information that matters most. Through a customizable, user-friendly interface, Pivot offers our clients a secure and centralized online platform.

Extraordinary Expenses / Other Services **Billed at Cost**

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

**** The quoted fee does not include services as Disclosure/Dissemination Agent pursuant to Securities & Exchange commission Rule 15c12-12, as amended. U.S. Bank will discuss this service with the Obligor if applicable pursuant to the terms of the bond issue.***

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to the client directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a nonindividual person such as a business entity, a charity, a trust or other legal entity, we ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 34

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Master Engineer's Report

July 2022

Prepared for:

Hacienda North CDD
707 Orchid Drive, Suite 100
Naples, FL 34102

Prepared by:

Atwell, LLC
28100 Bonita Grande Drive, Suite 305
Bonita Springs, FL 34135

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Exhibit 2A – Sketch

Exhibit 2B – Legal Description

Exhibit 4 – Existing Land Use Map

Exhibit 5 – Future Land Use Map

Exhibit 6 – Master Site Plan

Exhibit 6A – Stormwater Plan

Exhibit 6B – Wastewater Plan

Exhibit 6C – Potable Water Plan

Exhibit 7 – Existing Utilities

INTRODUCTION

Hacienda North Community Development District (the "**District**") is a special purpose unit of local government that was established pursuant to Chapter 190, *Florida Statutes*. The District encompasses approximately 197.821 acres of land and is generally located on the east side of Collier Boulevard (C.R. 951), south of the existing Willow Run RPUD in unincorporated Collier County, Florida. The project lies within Sections 13, 14, and 23, Township 50 South, Range 26 East. Please refer to **Exhibit 1 – Location Map.**

The District is part of a master planned community development (the "**Master Development**") consisting of approximately 197.821 +/- acres located within the existing Hacienda Lakes DRI/MPUD in Collier County. The Master Development is located within the area zoned by Collier County as Planned Unit Development (PUD), pursuant to Ordinance No. 11-41. Please refer to **Exhibit 6** for the master site plan.

The District represents the entire development area within the Master Development and will consist of approximately 197.821 acres planned for 413 single and multi-family dwelling units and 140,000 square feet of commercial uses to be developed as "Hacienda North". The legal description for the District's boundary is provided as **Exhibit 2B – Legal Description** in the appendices of the report. The matrix shown in **Table 1** below represents the anticipated product mix for the lands within the District. Please note that this table may be revised as development commences and the final site plan is further refined by the Developers (hereafter defined).

Table 1: Master Lot Matrix

HACIENDA NORTH (TOLL BROTHERS)		
PRODUCT TYPE	**UNIT COUNT**	**PERCENT OF TOTAL**
52' LOTS	108	26.15%
59' LOTS	76	18.40%
77' LOTS	45	10.90%
TWIN VILLAS	184	44.55%
TOTAL	**413**	**100%**

BUSINESS PARK		
PRODUCT TYPE	**SQUARE FOOTAGE**	**PERCENT OF TOTAL**
COMMERCIAL	140,000	100%
TOTAL	**140,000**	**100%**

PURPOSE AND SCOPE

The District was established for the purpose of financing, acquiring, constructing, maintaining, and operating all or a portion of the public infrastructure necessary for the community development within the District. The purpose of this report is to outline the scope of the District's "**Capital Improvement Plan**" ("**CIP**") and provide a description of the public infrastructure improvements necessary for future development activities including those to be financed and/or acquired by the District.

The District will finance, acquire and/or construct, operate, and maintain a portion of the public infrastructure improvements that are needed to serve Hacienda North and allocate the costs for the infrastructure improvements. A portion of these public infrastructure improvements will be completed by Toll FL XIII Limited Partnership and Hacienda Lakes of Naples, LLC (the "**Developers**"), and will be acquired by the District with proceeds of bonds issued by the District. The Developers will finance and construct the balance of the infrastructure improvements needed for the development that is not financed by the District. The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the District as required by Collier County, Florida, and the South Florida Water Management District ("SFWMD").

The CIP described in this report reflects the District's present intentions. The implementation and completion of the CIP outlined in this report requires final approval by the District's Board of Supervisors, including the approval for the purchase of improvements. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained

herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

CAPITAL IMPROVEMENT PLAN

The CIP includes completed and planned public infrastructure improvements and related interests in land and only those portions of the CIP that are eligible to be funded on a tax-exempt basis will be financed by the District. Such improvements will provide special benefit to all assessable land within the District. In particular, the CIP includes, without limitation: (i) improvements within the District such as the stormwater management system, wastewater system, water distribution system, and on-site roadways, (ii) certain off-site improvements, and (iii) soft costs such as professional fees and permitting costs.

The estimated total cost of the CIP for Hacienda North is $22,865,019.95. Refer to **Table 5** of this report for a summary of the costs by infrastructure category for the completed and planned CIP expenditures.

The CIP status, along with anticipated completion timeline is presented in **Table 2** below.

Table 2: CIP Status and Completion Time Line

Construction Phasing	Estimated Completion Date
Hacienda North Parcel	July 2026 (estimated)
Hacienda Lakes Parkway	July 2026 (estimated)
Hacienda Lakes Boulevard	July 2026 (estimated)
Business Park Parcel	July 2028 (estimated)

PERMITS AND APPROVALS

This project is compliant with the current zoning per Ordinance No. 11-41. Compliance with the conditions of the zoning approval and permitting requirements is currently being accomplished. It is our opinion that the CIP is feasible, there are no technical reasons existing at this time that would prohibit the implementation of the CIP as presented herein and that permits normally obtained by site development engineers not heretofore issued and which are necessary to affect the improvements described herein will be obtained during the ordinary course of development.

LAND USE

As stated, the District includes approximately 197.821 acres. **Table 3** below illustrates the current land use plan in acreage for the District. Such information is subject to change.

Table 3: Land Use Summary for the District

TYPE OF USE	ACRES +/-	PERCENT OF TOTAL
Lakes	33.4	17%
Residential Tracts	69.6	35%
Business Park Tract	23.6	12%
Road Rights-of-Way	37.3	19%
Preservation/Wetland Areas	0.0	0%
Parks and Amenities	3.5	2%
Other (Uplands, Open Space, etc.)	30.4	15%
TOTAL	197.8	100%

ROADWAYS

All roads internal to residential areas within Hacienda North are to be private and will be funded by the Developers and dedicated to the applicable property owners' association for ownership and maintenance. All such roads will be designed and constructed in accordance with Collier County standards. Notwithstanding the same, the District will be provided access over the privately owned roadways for purposes of operating and maintaining the public improvements of this CIP.

Other on-site roadways not internal to residential areas are included as part of the CIP. These on-site roadways will serve the District in its entirety, including access entering and exiting the Hacienda North community via Brighton Boulevard. These on-site roadways not internal to residential areas within the District will be public, therefore owned, operated, and maintained by the District. They will be constructed within platted rights-of-way dedicated to the District for operation and maintenance. As required by state and federal law, roadways will be open to the public. Construction of such roadways will consist of stabilized subgrade, limerock, asphalt (initial lift and final lift), signing and striping. Roadways are designed in accordance with Collier County requirements, and will include landscaping, hardscaping, sidewalks, irrigation, master electrical

and street lighting and entry features. Landscaping and irrigation provided for the roadways will be owned and maintained by the District. A total of approximately 0.2 miles of public roadway will be constructed at CIP buildout. No roadway has been constructed within the District to date.

There will be three (3) access points into the District, the main entry off Collier Boulevard, a secondary entry through Hacienda Lakes Parkway, and entry from Hacienda Lakes Boulevard. Collier Boulevard is currently a six-lane roadway along the western frontage of the District, Hacienda Lakes Parkway (FKA The Lords Way) is an existing two-lane roadway along the southern frontage of the District, and Hacienda Lakes Boulevard. The proposed entrance locations can be seen in final build out form on **Exhibit 6 – Master Site Plan** for reference.

STORMWATER MANAGEMENT

Collier County and the South Florida Water Management District (SFWMD) regulate the design criterion for the stormwater management system within the District. The District is located within the West Collier Drainage Basin. The existing site was previously undeveloped and vegetated.

The Stormwater Management Plan for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with dry detention facilities throughout the site.

The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain wetland hydroperiods.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions is a requirement

of more than one regulatory agency and is an integral part of the infrastructure improvements constructed with development projects.

6. To preserve the function of the floodplain storage during the 25-year storm event.

The stormwater collection and outfall systems will be a combination of curb inlets, pipe culverts, control structures and open waterways. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures.

The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate, and maintain the inlets and storm sewer systems within any County rights-of-way. The District's proposed stormwater improvements within the CIP can be found on **Exhibit 6A – Stormwater Plan.**

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, and lake excavation for stormwater ponds within the CIP includes only the portion from the control elevation to the depth required to meet water quality criteria set forth by the SFWMD. Moreover, the purpose of the lakes is to manage stormwater, with any use of such water for irrigation on private lots being incidental to that purpose. Further, all lakes included in the CIP will be constructed in accordance with the applicable requirements of governmental authorities with jurisdiction over lands in the District and not for the purpose of creating fill for private property. Additionally, all improvements within the District-funded stormwater management plan will be located on publicly owned land or within public easements or public rights-of-way. Finally, it is less expensive to allow the developers of the land in the District to use any excess fill generated by construction of the improvements in the stormwater system than to haul such fill off-site.

ENVIRONMENTAL CONSERVATION/MITIGATION

No onsite wetland areas are being preserved. All mitigation has been approved with SFWMD and Collier County and is being completed (not through the District) with the onsite preserve tracts within the Hacienda Lakes PUD and ERP.

WASTEWATER COLLECTION

The District falls within the Collier County utility service area, with wastewater treatment service to be provided by Collier County Public Utilities and its existing infrastructure in the area. The County has sufficient capacity to serve the District's water and wastewater needs at build out. Facilities will be designed and constructed in accordance with County and Florida Department of Environmental Protection standards. The project's wastewater needs will be served by the existing infrastructure within the Collier Boulevard (CR-951) right-of-way via an existing 12-inch force main beneath the southbound lanes. Wastewater facilities include gravity collection lines with individual services, lift stations, and force mains to connect to the existing County system. Approximately 4 miles of 8-inch gravity collection lines and approximately 1.1 miles of on-site 4, 6, and 8-inch force main, and four wastewater pump stations are to be constructed. Please refer to **Exhibit 6B – Wastewater Plan Exhibit** for the CIP's proposed internal sanitary sewer collections system layout.

The wastewater collection systems for all phases identified in **Exhibit 6B** will be constructed and/or acquired by the District and then dedicated to Collier County for ownership, operation, and maintenance. As such, they are all included within the CIP. There are no impact fee credits associated with the construction of any of these improvements.

WATER DISTRIBUTION SYSTEM

The District falls within the Collier County utility service area, with potable water service to be provided by Collier County Public Utilities and its existing infrastructure in the area. The County has sufficient capacity to serve the District's water and wastewater needs at build out. Facilities will be designed and constructed in accordance with County and Florida Department of Environmental Protection standards. The project's potable water needs will be served via the existing 36" potable water main along the east side of the Henderson Creek Canal. The water facilities include potable distribution mains along with necessary valving, fire hydrants and water services to individual units and common areas. Approximately 4 miles of 6 to 12-inch water mains will be constructed. The planned water distribution system within the CIP is shown in **Exhibit 6C – Potable Water Plan Exhibit.**

The water distribution systems for all phases identified in **Exhibit 6C** will be constructed and/or acquired by the District and then dedicated to Collier County for ownership, operation, and maintenance. As such, they are all included within the CIP. There are no impact fee credits associated with the construction of any of these improvements.

LANDSCAPING & WALLS

Perimeter buffer landscaping and walls are planned for Hacienda North. Perimeter walls and code required landscaping will be owned and maintained by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the County, will be maintained pursuant to a right-of-way agreement to be entered into with the County. All other landscaping, hardscape, and lighting is to be considered private and shall be funded by the Developers and maintained by the Property Owner's Association.

RECREATIONAL FACILITIES

Hacienda North will have one main recreational amenity campus for the exclusive use of Hacienda North's residents. The amenity location will provide the typical programing such as a clubhouse, pool, park, and sports courts. All amenity facilities are considered common elements for the benefit of the community. Further, all amenity facilities will be funded by the Developers to be owned and maintained by the POA. Although the CIP benefits the recreational amenities, they are not assessed pursuant to state law, as they are a common element for the Hacienda North development.

PROFESSIONAL FEES

Professional fees include civil engineering, costs for site design, permitting, inspection and master planning, survey costs for construction staking and record drawings as well as preparation of preliminary and final plats, geotechnical cost for pre-design soil borings, under drain analysis and construction testing, and architectural cost for landscaping. Also included in this category are fees associated with environmental consultation and permitting and legal fees

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth in **Table 4** below.

Any CDD-financed components of the CIP maintained by a POA will be pursuant to an arrangement that is reviewed by bond counsel to the CDD.

Table 4: Ownership and Maintenance Responsibilities

FACILITY	FUNDED BY	O & M	OWNERSHIP
Public Roads	Developers/CDD	County/CDD	County/CDD
Private Roads	Developers	Neighborhood POA	Neighborhood POA
Stormwater Management	Developers/CDD	CDD	CDD
Utilities	CDD	County	County
Off-Site Road Improvements	CDD	County	County
Perimeter Landscaping	Developers/CDD	CDD	CDD

PROJECT COSTS

The CIP's identifiable total costs associated with the public infrastructure improvements are estimated to be $22,865,019.95. The public infrastructure improvements include earthwork, drainage, perimeter walls and landscaping, sewer, water, stormwater management systems, and on-site roadways that will benefit the developable, assessable land within the District. Private infrastructure, which is not included within the CIP, includes landscaping/hardscaping, internal private roadways, portions of the excavation and grading, and the amenity campus serving the Hacienda North development.

The Summary of Estimated Project costs shown below in **Table 5**, outlines the anticipated costs associated with the construction and acquisition of public infrastructure comprising the CIP.

Table 5: Cost Estimates

PROFESSIONAL & PERMIT FEES	$2,685,833.25
EARTHWORK FOR STORMWATER MANAGEMENT	$2,563,675.20
ROADWAYS	$2,120,850.00
OFF-SITE ROAD IMPROVEMENTS	$3,918,600.00
DRAINAGE SYSTEMS	$2,834,669.00
SANITARY SEWER SYSTEMS	$4,326,689.50
POTABLE WATER SYSTEMS	$1,975,893.00
PERIMETER WALLS	$818,830.00
PERIMETER LANDSCAPING	$1,619,980.00
TOTAL ESTIMATED COSTS – ENTIRE PROJECT	**$22,865,019.95**

The cost estimates set forth herein are estimates based on current plans and market conditions, which are subject to change. Accordingly, the 'CIP' as used herein refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential and commercial units, which (subject to true-up determinations) number and type of units may be changed with the development of Hacienda North. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The platting, design and permitting of the site plan are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this report are based on current plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, construction drawings and specifications, last revisions. It is the professional opinion of Atwell, LLC that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to all developable lands within the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) of the Florida Statutes, and any land to be acquired by the District is related to the stormwater management system and wetland mitigation component of such improvements or facilities. Further, the Hacienda North CIP functions as a system of improvements benefitting all lands within the District.

The infrastructure total construction cost developed in this report is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Collier County and quantities as represented on the master plans. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

_____

Jeremy H. Arnold, P.E.
District Engineer
FL Registration No.: 66421

CDD EXHIBITS FOR

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

SECTION 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

SHEET INDEX

1	COVER SHEET
2	EXHIBIT 1 LOCATION MAP
3	EXHIBIT 2A SKETCH
4	EXHIBIT 2B LEGAL DESCRIPTION
5	EXHIBIT 4 EXISTING LAND USE MAP
6	EXHIBIT 5 FUTURE LAND USE MAP
7	EXHIBIT 6 MASTER SITE PLAN
8	EXHIBIT 6A STORMWATER PLAN
9	EXHIBIT 6B WASTEWATER PLAN
10	EXHIBIT 6C POTABLE WATER PLAN
11	EXHIBIT 7 EXISTING UTILITIES

HACIENDA NORTH CDD — COVER SHEET

PREPARED FOR:
HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000101.dwg
SHEET: 1 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
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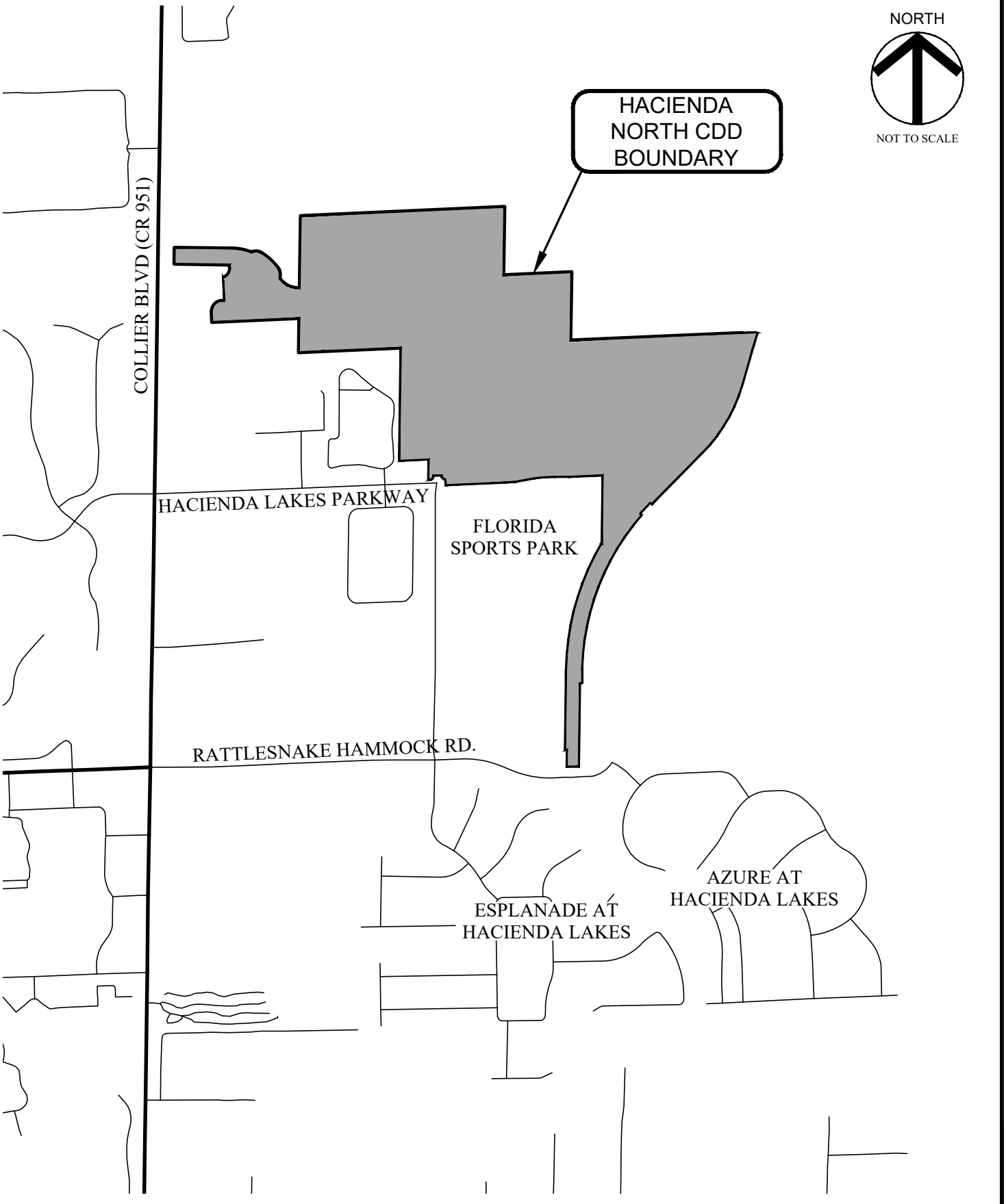


EXHIBIT 1: LOCATION MAP

PREPARED FOR:

HACIENDA NORTH CDD
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NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

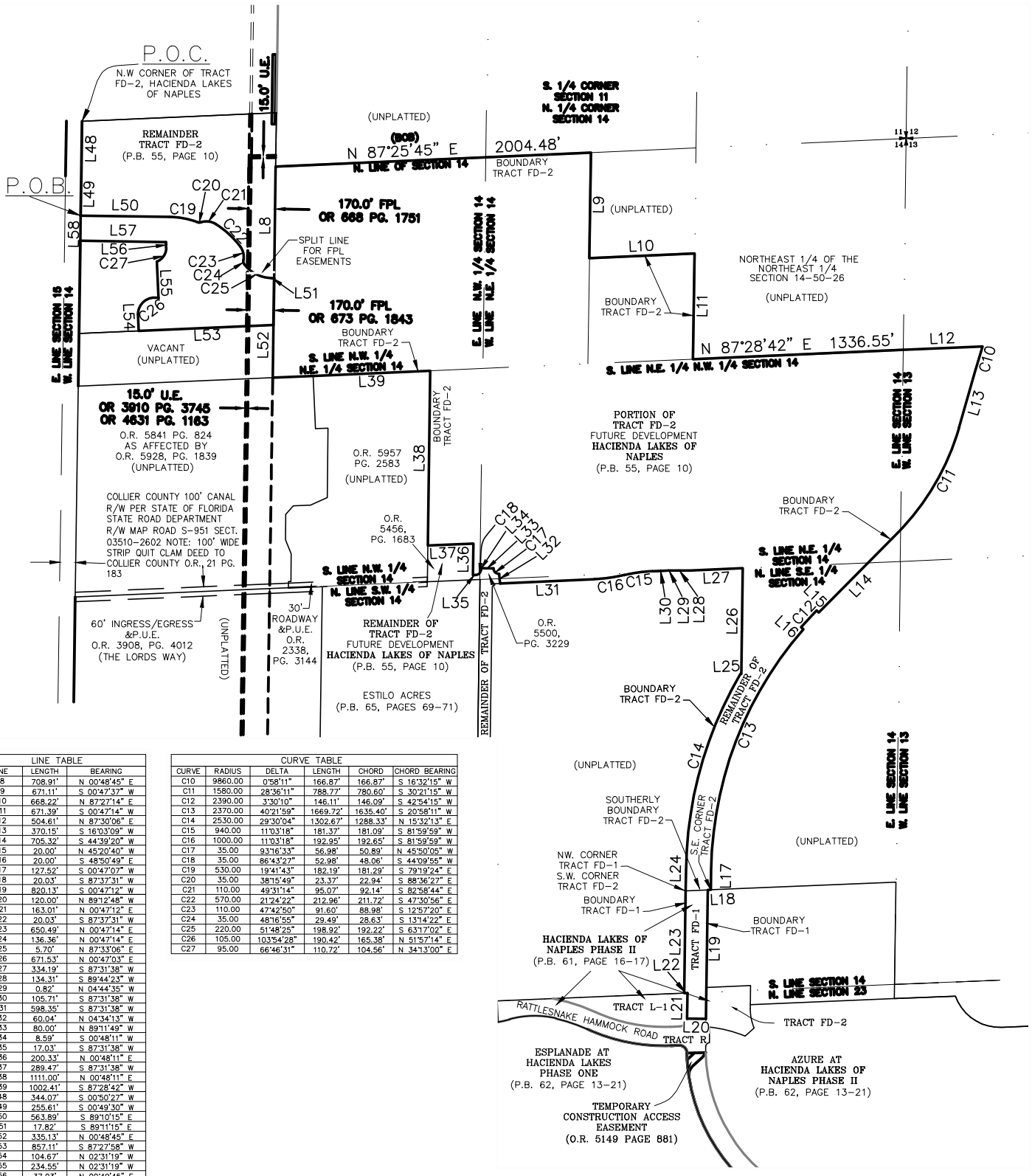
FILE NAME: 12845000102.dwg
SHEET: 2 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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LINE TABLE		
LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.36'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°50'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	545.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C10	9860.00	0°58'11"	166.87'	166.87'	S 16°32'15" W
C11	1580.00	28°36'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 79°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.38'	N 51°57'14" E
C27	95.00	66°46'31"	110.72'	104.56'	N 34°13'00" E

NOTE

ALL INFORMATION PROVIDED IN THE ABOVE TABLES AND SKETCH HAVE BEEN PREPARED BY RHODES & RHODES LAND SURVEYING, INC.

EXHIBIT 2A: SKETCH

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000103.dwg
SHEET: 3 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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B:\Projects\1284-500 (Hacienda North) CDD\Drawings-Exhibits\1284-500-01 CDD Exhibits\Current Plans\12845000103.dwg

LEGAL DESCRIPTION

BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, ALSO BEING ALL OF TRACT FD-1, HACIENDA LAKES OF NAPLES - PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF SECTIONS 13, 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: SOUTH 00°50'27" WEST, 344.07 FEET; COURSE NO. 2: SOUTH 00°49'30" WEST, 255.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST, A DISTANCE OF 563.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 182.19 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°41'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 79°19'24" EAST, 181.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 23.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 38°15'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 88°36'27" EAST, 22.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 95.07 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 49°31'14" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 82°58'44" EAST, 92.14 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 212.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 21°24'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°30'56" EAST, 211.72 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 91.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47°42'50" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°57'20" EAST, 88.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 29.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 48°16'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 13°14'22" EAST, 28.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 198.92 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 51°48'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 63°17'02" EAST, 192.22 FEET; THENCE SOUTH 89°11'15" EAST, A DISTANCE OF 17.82 FEET TO A POINT OF THE EASTERLY BOUNDARY OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 673, PAGE 1843 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48'45" EAST, ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT, CONTINUING ALONG THE EASTERLY BOUNDARY OF AN EXISTING 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 668, PAGE 1751 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 2: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 3: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 4: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES - PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6: SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.

NOTE

ALL INFORMATION PROVIDED IN THE LEGAL DESCRIPTION ABOVE HAS BEEN PREPARED BY RHODES & RHODES LAND SURVEYING, INC.

EXHIBIT 2B: LEGAL DESCRIPTION

PREPARED FOR:

HACIENDA LAKES OF NAPLES, LLC
7742 ALICO ROAD
FORT MYERS, FLORIDA 33912
PHONE: (239) 208-4079

SECTION:	TOWNSHIP:	RANGE:
14	50S	26E

COLLIER COUNTY, FLORIDA

FILE NAME: 12845000104.dwg
SHEET: 4 OF 11

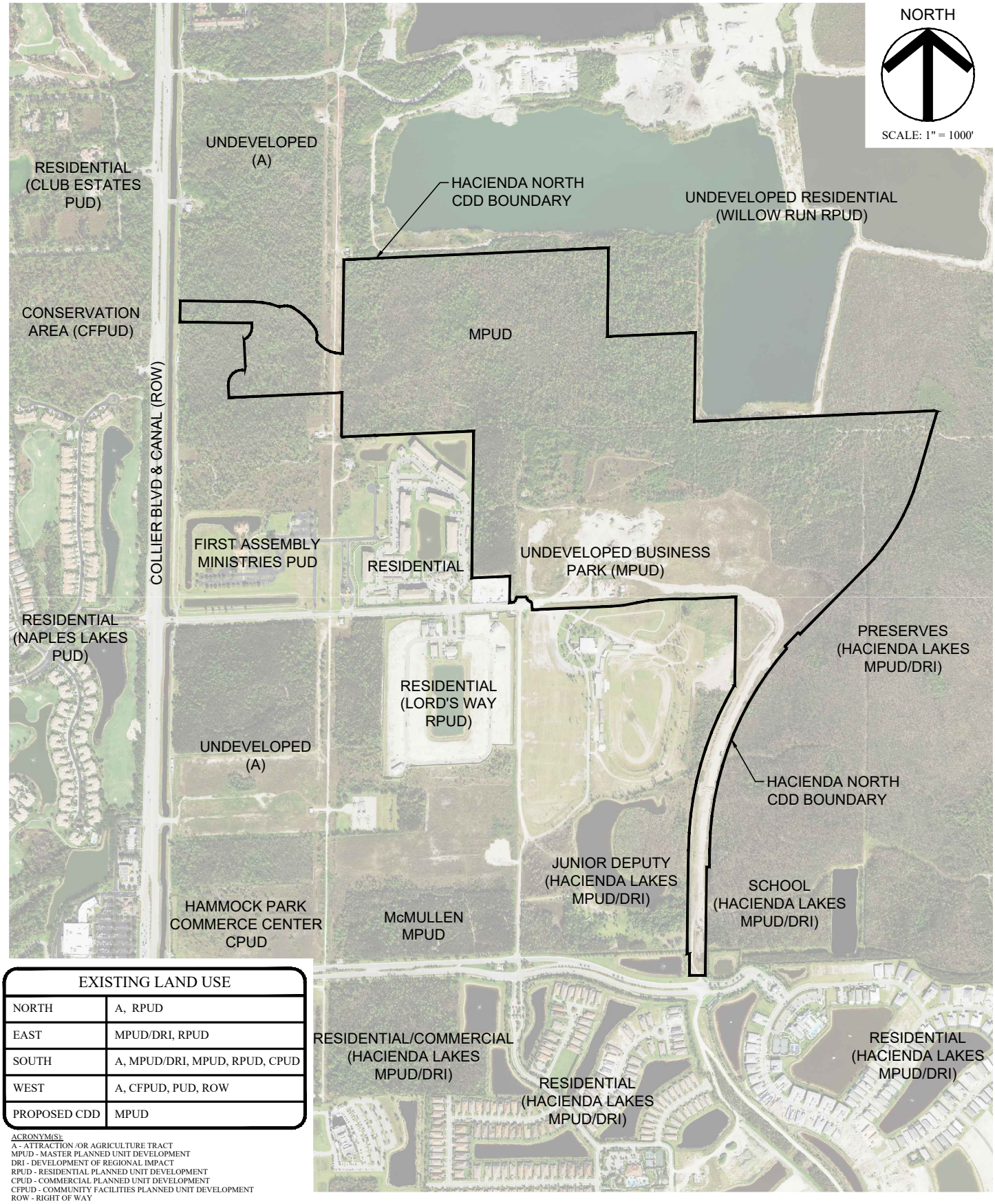
FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

WALDROP ENGINEERING
CIVIL ENGINEERING | PLANNING | LANDSCAPE ARCHITECTURE

28100 BONITA GRANDE DRIVE - SUITE 305
BONITA SPRINGS, FL 34135
P: 239-405-7777 F: 239-405-7899
EMAIL: info@waldropengineering.com

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EXISTING LAND USE	
NORTH	A, RPUD
EAST	MPUD/DRI, RPUD
SOUTH	A, MPUD/DRI, MPUD, RPUD, CPUD
WEST	A, CFPUD, PUD, ROW
PROPOSED CDD	MPUD

ACRONYM(S):
A - ATTRACTION /OR AGRICULTURE TRACT
MPUD - MASTER PLANNED UNIT DEVELOPMENT
DRI - DEVELOPMENT OF REGIONAL IMPACT
RPUD - RESIDENTIAL PLANNED UNIT DEVELOPMENT
CPUD - COMMERCIAL PLANNED UNIT DEVELOPMENT
CFPUD - COMMUNITY FACILITIES PLANNED UNIT DEVELOPMENT
ROW - RIGHT OF WAY

EXHIBIT 4: EXISTING LAND USE MAP

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: 13,14,23 TOWNSHIP: 50S RANGE: 26E
COLLIER COUNTY, FLORIDA

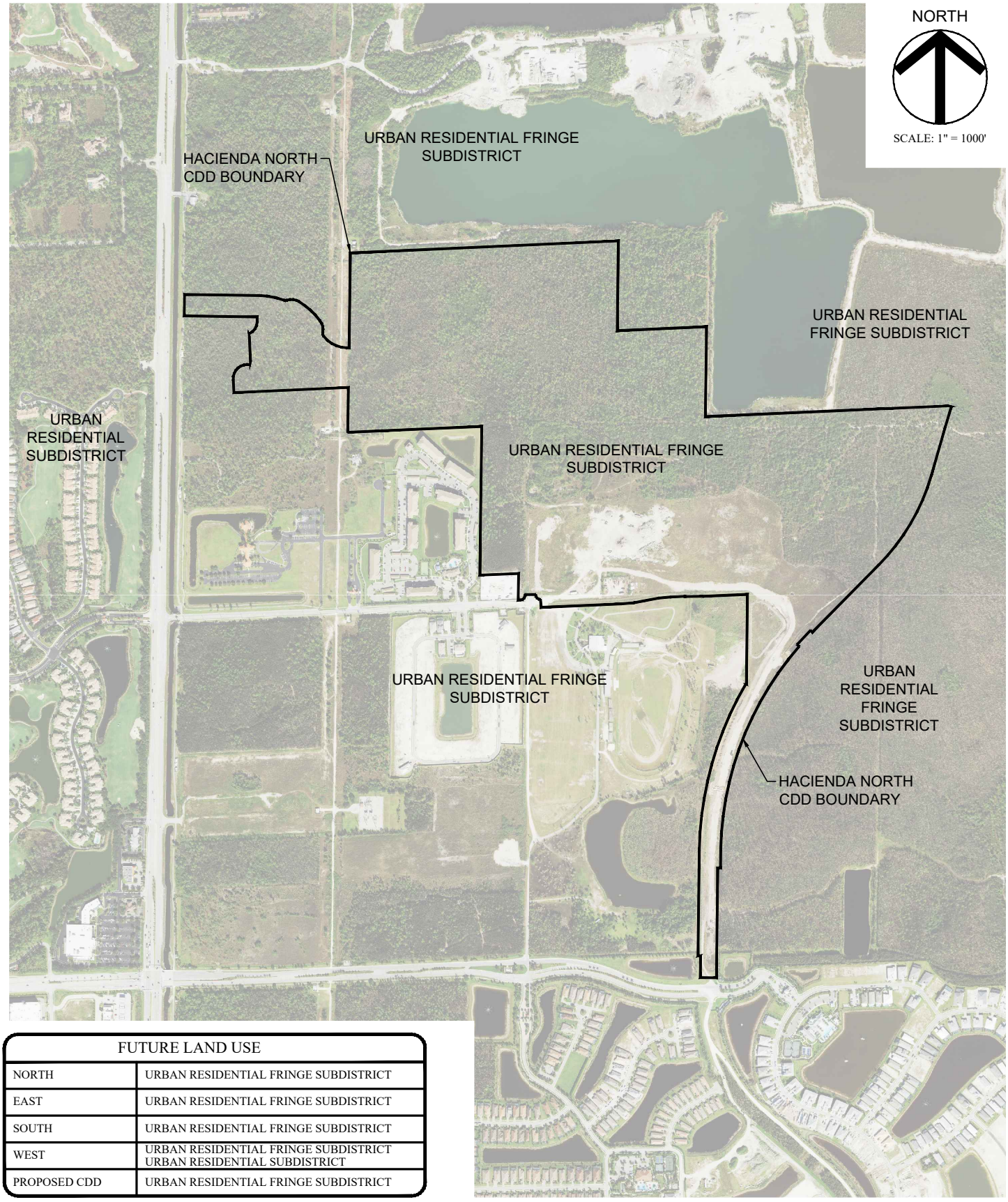
FILE NAME: 12845000105.dwg
SHEET: 5 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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FUTURE LAND USE	
NORTH	URBAN RESIDENTIAL FRINGE SUBDISTRICT
EAST	URBAN RESIDENTIAL FRINGE SUBDISTRICT
SOUTH	URBAN RESIDENTIAL FRINGE SUBDISTRICT
WEST	URBAN RESIDENTIAL FRINGE SUBDISTRICT URBAN RESIDENTIAL SUBDISTRICT
PROPOSED CDD	URBAN RESIDENTIAL FRINGE SUBDISTRICT

EXHIBIT 5: FUTURE LAND USE MAP

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000106.dwg
SHEET: 6 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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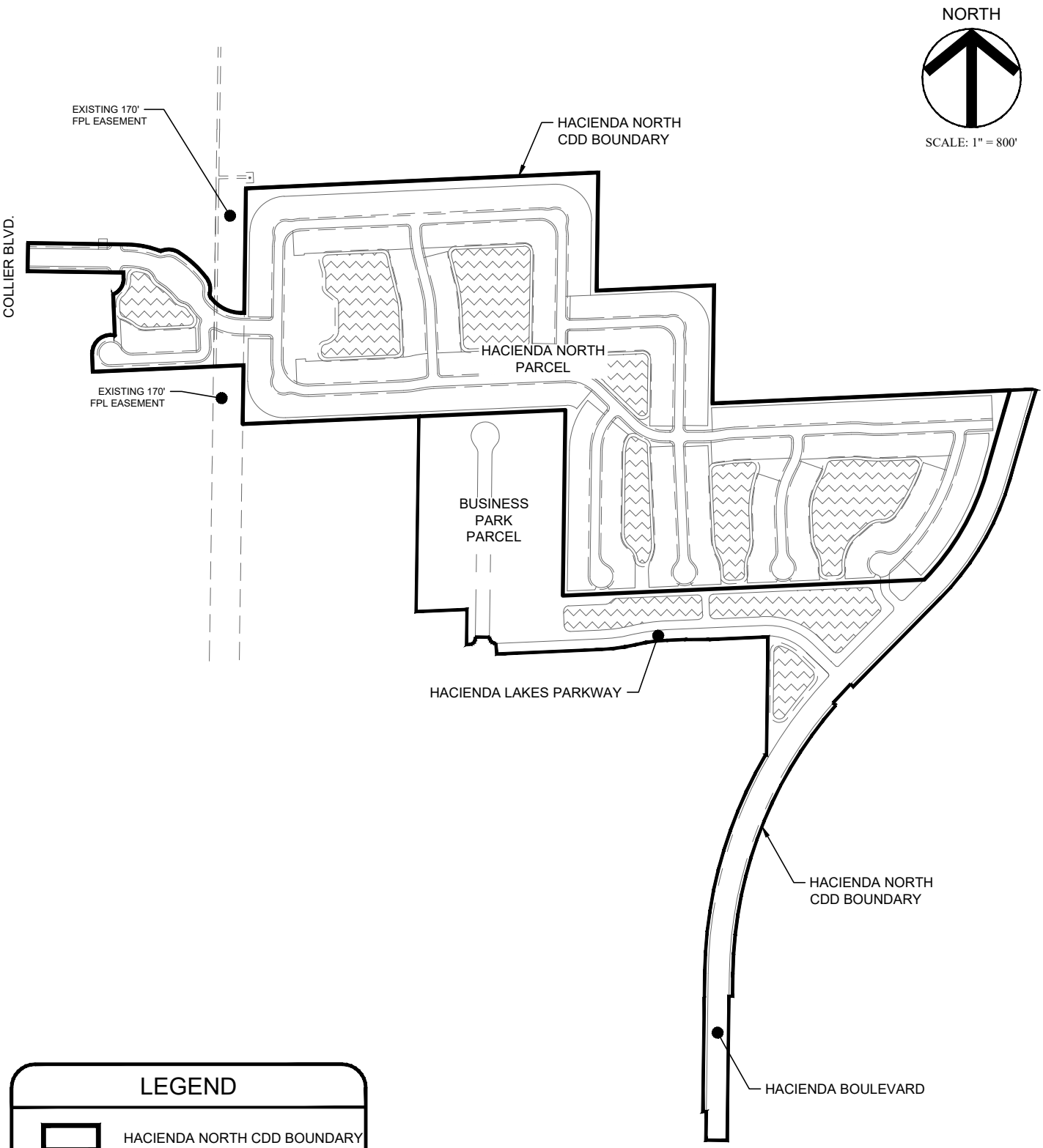


EXHIBIT 6: MASTER SITE PLAN

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000107.dwg
SHEET: 7 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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239.405.7777

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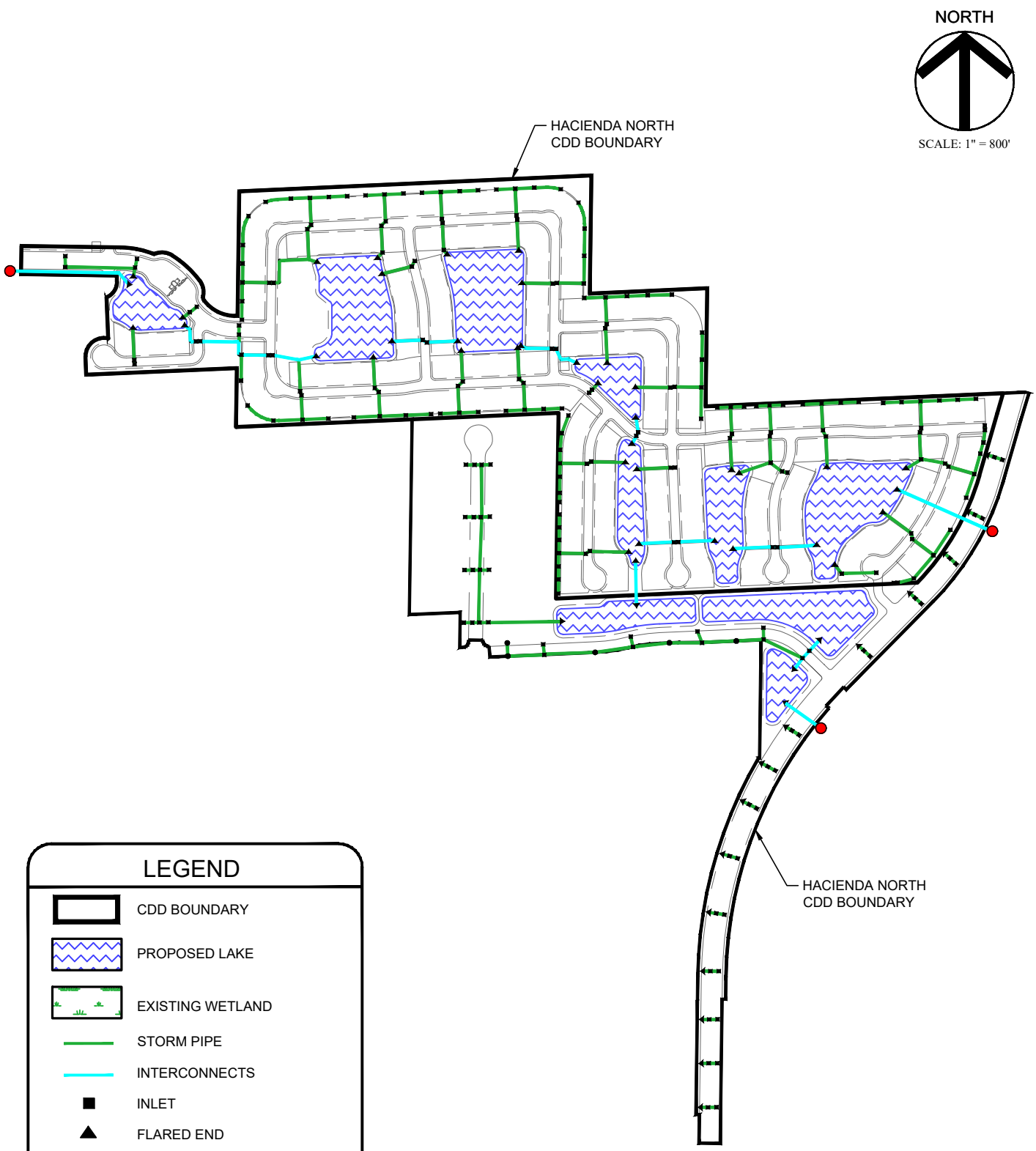


EXHIBIT 6A: STORMWATER PLAN

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000108.dwg
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239.405.7777

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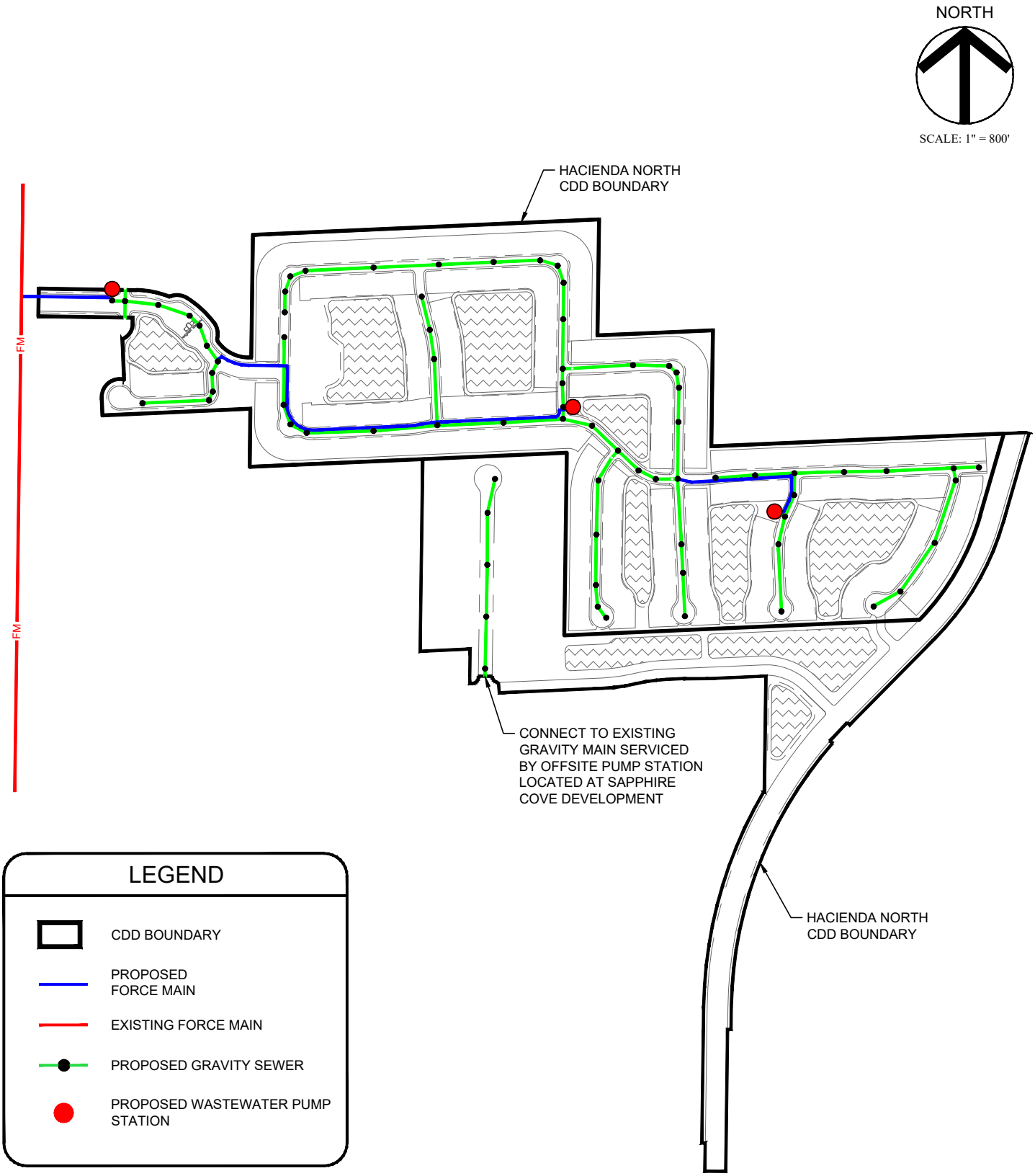


EXHIBIT 6B: WASTEWATER PLAN

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000109.dwg
SHEET: 9 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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239.405.7777

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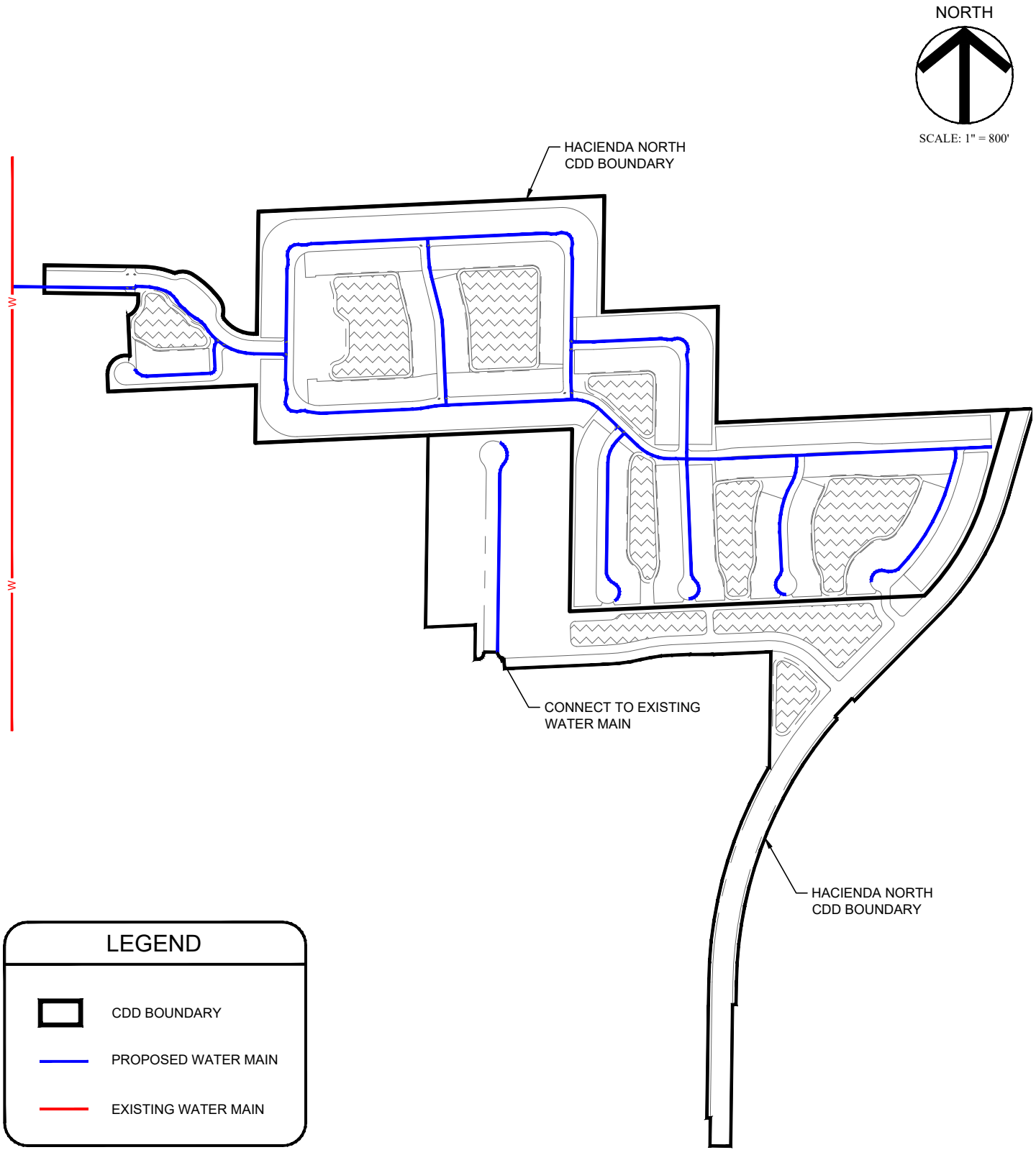


EXHIBIT 6C: POTABLE WATER PLAN

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 128450000110.dwg
SHEET: 10 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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239.405.7777

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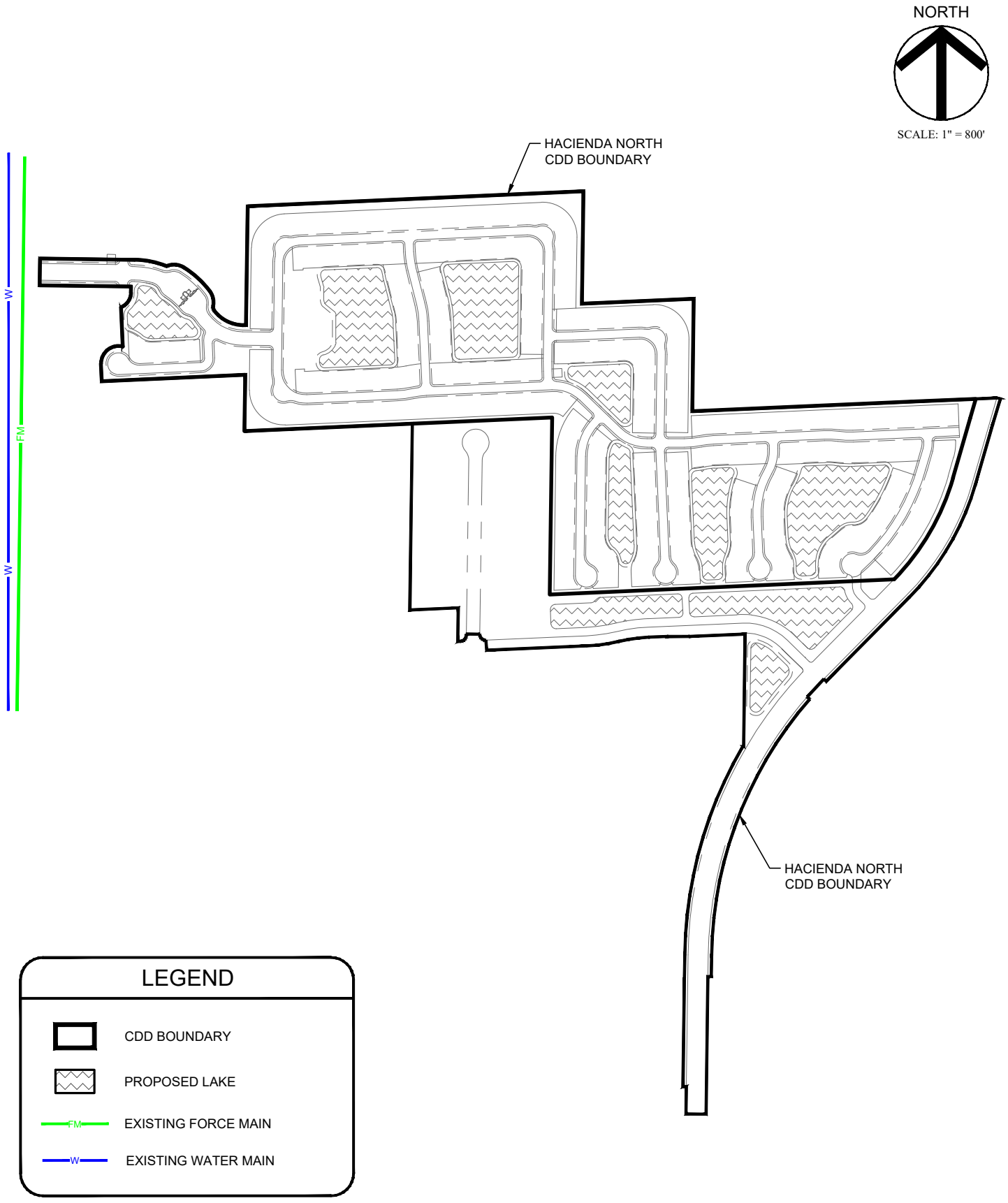


EXHIBIT 7: EXISTING UTILITIES

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000111.dwg
SHEET: 11 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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EXHIBIT 35

MASTER ASSESSMENT METHODOLOGY REPORT

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

July 13, 2022

Prepared for

Board of Supervisors
Hacienda North Community Development District

Prepared by

Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, FL 34102
REE-I.com



1.0 Introduction

1.1 Purpose

This Master Assessment Methodology Report ("Master Methodology") provides a Master Assessment Methodology for the Hacienda North Community Development District ("District"). The Master Methodology described herein has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the infrastructure systems and facilities constituting enhanced use and increased enjoyment of the property; and (2) apportion the special benefits on a basis that is fair and reasonable. The District has adopted a Capital Improvement Plan ("Improvement Plan" or "CIP") that will allow for the development of property within the District. The District plans to fund the CIP through a combination of debt financing with the proceeds of bonds payable from special assessments, and contributions of components of the CIP by the Developers and other parties, or combinations of the foregoing.

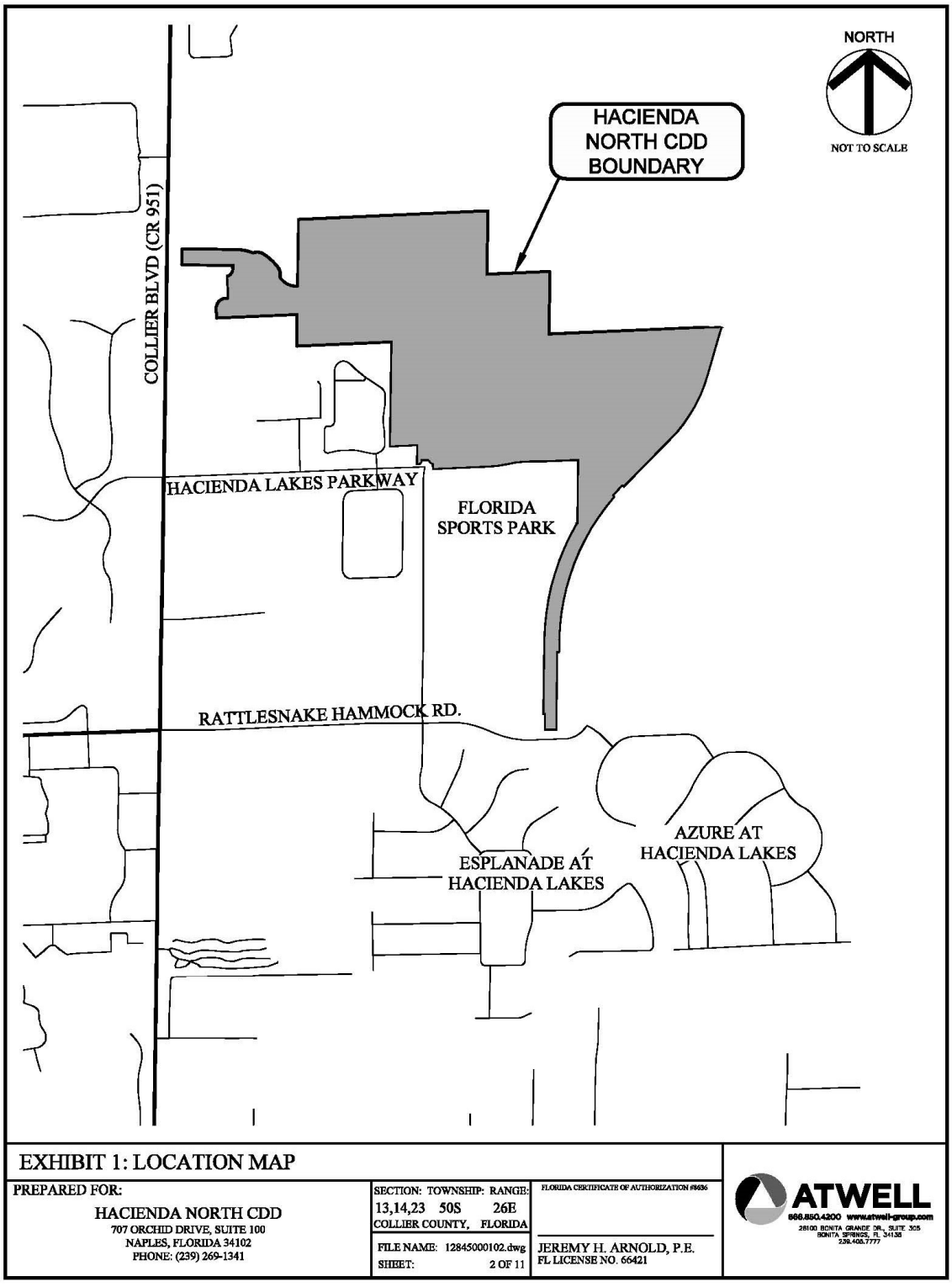
The principal and interest on any debt issued by the District is intended to be repaid from the proceeds of non-ad valorem special assessments will constitute liens, co-equal with the liens of State, County, municipal and school board taxes, against properties within the boundary of the District that receive special benefits from the CIP. The Master Methodology herein is intended to set forth a framework to apportion the special and peculiar benefits from the portions of the CIP financed with the proceeds of bonds payable from and secured by non-ad valorem special assessments (the "Assessments") imposed and levied on the developable properties within the District.

This Report is designed to conform to the requirements of the Florida Constitution, Chapters 170, 190 and 197, F.S. with respect to the Assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The Hacienda North development ("Development") is +/-197.82-acres within the existing Hacienda Lakes DRI/PUD ("PUD") with frontage on Collier Boulevard in Collier County, Florida. The Hacienda North Community Development District covers the +/-197.82 acres of the Development (See Location Map – Exhibit 1 on the next page). The District was formed on June 14, 2022 by Ordinance 2022-21 by the Collier County ("County") Board of County Commissioners, which Ordinance became effective June 17, 2022. The development is expected to be developed by Toll FL XIII Limited Partnership and Hacienda Lakes of Naples, LLC ("Developers")

Exhibit 1 – Hacienda North CDD Location Map



Based upon information provided by the Developers, the development plan ("Development Program") includes up to 229 single-family detached residential units of varying homesite sizes; up to 184 attached twin villas, 140,000 square feet of business park uses, a proposed amenity; stormwater management systems; utility infrastructure; irrigation facilities; landscaped roadways; a landscaped entry; and perimeter walls and landscape berms.

Table 1 below outlines the proposed Hacienda North Development Program within the District.

Table 1. Proposed Hacienda North Development Program

Product Type	Units
Twin Villas	184
52' Lots	108
59' lots	76
77' Lots	45
Total Residential	413

Commercial Type	Square Feet
Business Park	140,000
Total Commercial	140,000

Source: Developers

1.3 Scope of Report

The CIP and therefore the financing of the components thereof have been estimated by the District Engineer based upon good faith estimates provided by the Developers for the Development. Accordingly, there can be no assurance on the date hereof that such costs are attainable. Moreover, it is not possible at this time to contemplate the entirety of the Development with any particularity. Therefore, the estimated par value of bonds required will likely change. This Report is intended to establish a maximum benefit (unless altered by subsequent proceedings) based upon current knowledge and to establish a framework for subsequent supplemental assessment reports which will detail with greater specificity the apportionment of Assessments relative to the amount of debt actually issued.

Florida Statutes permit the District to establish separate phased units, which presumably will differ not only on the timing of their development, but also based upon the composition of the uses of property within each area and the differences in the special and peculiar benefits that each use receives. If and when the District issues bonds or other debt instruments to finance infrastructure one or more supplemental reports will be devised which will describe the specific size and terms of the bonds or other debt being issued and will allocate such debt to the properties to be assessed consistent with this Master Methodology.

2.0 Finance Plan

2.1 Master Development Program

As noted, the Developers are developing the property within the District. The Developers will develop the land in preparation for selling parcels to third party builders who in turn will sell homesites to third-party end-users. The Hacienda North Development Program within the District is detailed in Table 1. The Development Program is based upon the current development plan for the lands in the District provided by the Developers and is consistent with the approved land uses and densities set forth in the PUD.

2.2 Capital Improvement Program

Atwell, LLC (the "District Engineer") has identified certain infrastructure improvements that may be provided by the District and has provided a cost estimate for the District's CIP. The CIP is detailed in the Master Engineer's Report for Hacienda North Community Development District dated July 2022 as prepared by the District Engineer.

The CIP consists of earthwork, preserve and wastewater management; utilities; roadways; landscape, signing and lighting; professional services permitting and misc. costs; and contingency (the "Master Infrastructure Improvements").

Table 2 on the next page summarizes the costs associated with the proposed Master Infrastructure Improvements.

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Table 2. Capital Improvement Plan for Hacienda North CDD.

Capital Improvement	Total
Professional & Permit Fees	$2,685,833.25
Earthwork for Stormwater Management	2,563,675.20
Roadways	2,120,850.00
Off-Site Road Improvements	3,918,600.00
Drainage Systems	2,834,699.00
Sanitary Sewer Systems	4,326,689.50
Potable Water Systems	1,975,893.00
Perimeter Walls	818,830.00
Perimeter Landscaping	1,619,980.00
Total Capital Improvement Program	$22,865,049.95

Source: District Engineer's Report, June 2022

2.3 Bond Requirements

The District intends to finance all or a portion of the CIP by issuing capital improvement bonds. These bonds will be issued in one or more series. A number of items comprise the final par bond requirements. These items may include but are not limited to capitalized interest, a debt service reserve fund, underwriter's discount, and issuance costs. For purposes of this Master Methodology, allowances have been estimated for such items.

As the finance plan is implemented a supplemental report detailing the particulars of each specific bond issue will detail the terms, interest rates, and costs associated with a specific series of bonds, the level of funding for the construction/acquisition account, the capitalized interest account, the debt service reserve fund account, as well as the underwriter's discount, and issuance costs. Table 3 on the next page shows an estimate of the par amount of bonds required to fund the CIP.

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Table 3. Estimated Hacienda North CDD Bonds Par Amount.

Average Coupon Interest Rate:	7.00%
Term:	30 Years
Capitalized Interest Term:	3 years
Debt Service Reserve Fund Term:	1Year
Maximum Annual Debt Service (MADS)	$2,697,100.00
Underwriter Discount	2.00%
Sources	
Par Amount	$33,785,000.00
Uses	
Construction / Acquisition Fund	22,865,049.95
Debt Service Reserve Fund	2,697,100.00
Capitalized Interest Fund	7,094,850.00
Underwriter's Discount	675,700.00
Cost of Issuance	450,000.00
Rounding	2.300.05
Check:	$33,785,000.00

Source: MBS Capital Markets LLC & Methodology Consultant.

3.0 Assessment Methodology

3.1 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be levied, imposed and collected as co-equal first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

3.2 Structure – Master Infrastructure Improvements

Special and peculiar benefits flow as a logical connection to the property from the systems, facilities and services provided as a logical consequence to the property within the boundary of the District. These special benefits are peculiar to the acreage and later down to the actual platted units or parcel. The special benefits that justify imposing the assessment on the acreage include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums when levied on the various platted units or parcels of property.

3.3 Initial Apportionment of Benefits on an Acreage Basis

Initially, the District is comprised of a bundle of undeveloped acres with the potential for development pursuant to, and consistent with, the PUD, but upon the acquisition, construction, installation, equipping operation and maintenance of certain infrastructure. The District's CIP identifies the Master Infrastructure Improvements needed for the Development pursuant to the PUD. Therefore, initially, there is a system of interlinked improvements necessary in order to develop each developable acre within the District, and, because the specific development cannot be initially determined on any one acre of land, each acre of land is benefited equally.

This "proportionate per acre" special benefit from the systems and facilities constituting the components of the CIP is illustrated by the fact that if all of the land were sold in its undeveloped state, its value to a willing buyer would be as a whole and would include the value of the land with development rights from the PUD, adjusted for the cost of development (of which the CIP would be a significant component) and further adjusted for parcel-specific development costs. Thus, each acre would be valued equally since, until development of the property takes place, development could presumably occur on any one acre as on any other. These special benefits are peculiar to the acres of property within the District, are assessed and imposed equally.

In the case of the District, the "proportionate per acre" special benefit is $170,785.71 (exclusive of costs of collection and statutory early payment discounts). That calculation is shown in Table 4 below.

Table 4. Hacienda North CDD Apportionment per Acre Special Benefit.

Acres in CDD:	197.82
Par Amount:	$33,785,000.00
Debt per Acre:	$170,785.71

Source: Methodology Consultant.

The foregoing discussion demonstrates that the systems, facilities and services

constituting the CIP result in special benefits peculiar to the property, whether the property is in acreage or in platted parcels. Such special and peculiar benefits include roadways, potable water, wastewater, irrigation, earthwork & clearing, stormwater management, landscaping berming and offsite improvements. The dollar amount of these special and peculiar benefits is not known but is capable of being computed with mathematical certainty in the future. As of the date of this Report, the maximum dollar amount of the special assessment levy per acre is $170,785.71.

3.4 Assignment of Assessments to Platted Lands

It is useful to consider three broad states or conditions of development within the District. The initial condition is the “unplatted state”. At this point infrastructure may or may not be installed but in general, home sites or other development units have not been defined and all of the developable land within the District is considered unplatted acreage (“Unplatted Acres”). In the unplatted state, all of the lands within the District receive benefit from the components of the financed CIP and assessments would be imposed upon all of the land within the District on an equal acre basis to repay the bonds.

The second condition is the interim or “approved state”. At this point, a Developers would have received approval for a site development plan from the County or the Developers could have sold property and transferred entitlements to an unrelated third-party via contract or deed. By virtue of the County granting an approval for its site development plan for a neighborhood or non-residential land, certain development rights are committed to and peculiar to that neighborhood or non-residential land (or the Developers transferring entitlements), thereby changing the character and value of the land. The new character and value in the land enhances the capacity of the Unplatted Acres within a neighborhood or non-residential land with the special and peculiar benefits flowing from components of the District’s CIP.

Development enters its third state as property is platted. Land becomes platted property (“Platted Property”) when single family units are platted (or condominiumized by the recording of a declaration of condominium document) or non-residential land uses receive a building permit and a separate tax parcel identification number is issued for such parcel. At this point, and only at this point, is the use and enjoyment of the property fixed and determinable and it is only at this point that the ultimate special and peculiar benefit can be determined flowing from the components of the CIP peculiar to such platted parcel. At this point, a specific apportionment of the Assessment per unit will occur.

This apportionment of benefit in such supplemental methodology report shall be based on accepted practices for the fair and equitable apportionment of special and peculiar benefits in accordance with then applicable law and the procedure for the imposition, levy and collection of non-ad valorem special assessments as set forth in Florida Statutes and in conformity with the Constitution and law of the State applicable to such Assessments.

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4.0 Par Debt and Assessment Determination

4.1 The Par Debt and Assessment Determination Process

Determining the par debt and assessments per product type begins by identifying all of the properties within the District Boundaries that are receiving benefit from the District's CIP. The properties receiving benefit were previously identified in Table 1.

The second element in the par debt and assessment determination process is allocating the CIP into benefit determination categories and that will be assessed to the benefitting properties.

The Consultant reviewed the District's CIP to ascertain benefit determination categories. The CIP was reviewed line item by line item and categorized accordingly. There are four (4) categories of benefit measurement used to determine the amount of the line-item expense to be used in the assessment calculations.

The District's benefit purposes are the management of the roadways, the water management system, other CIP categories (off-site improvements, sanitary sewer and potable water systems), and an equal benefitting category (perimeter walls and landscaping).

The CIP professional and permit fees category has been allocated to the roadway, water management system, all other CIP and equal benefit categories based on the percentage each category is to the total CIP less the professional and permitting fees category total.

The Consultant categorized the Budget into four (4) formal fundamental benefit categories; Roadways benefit category, Water Management category benefit, All Other CIP Benefit category and Equal Benefit category in order to calculate the benefit received from each category. Those categories are shown in Table 5 on the next page.

TABLE 5. Hacienda North CDD Pre-Financed CIP Categorized by Benefit

CIP CATEGORY	TOTALS	ROADWAYS	WATER MGMT.	ALL OTHER CIP	EQUAL BENEFIT
Professional & Permit Fees	$2,685,833.25	$282,282.98	$718,518.12	$1,360,429.01	$324,603.13
Earthwork for Stormwater Management	2,563,675.20		2,563,675.20		
Roadways	2,120,850.00	2,120,850.00			
Off-Site Road Improvements	3,918,600.00			3,918,600.00	
Drainage Systems	2,834,699.00		2,834,699.00		
Sanitary Sewer Systems	4,326,689.50			4,326,689.50	
Potable Water Systems	1,975,893.00			1,975,893.00	
Perimeter Walls	818,830.00				818,830.00
Perimeter Landscaping	1,619,980.00				1,619,980.00
	22,865,049.95	$2,403,132.98	$6,116,892.32	$11,581,611.51	$2,763,413.13

Source: District Engineer's report, June 2022.and Methodology Consultant

The Developers are interested in establishing the CIP benefit for the business park parcel and offsetting that benefit with capital improvements that are not being financed by the District. To determine the business park CIP benefit, the Methodology Consultant must first run the CIP by category and before financing through the benefit determination process.

With the product types identified and the budget allocation defined, the Methodology Consultant next determines the benefit measurement factor by product type for each benefit measurement category.

All four (4) categories are measured by the following benefit measurements. For Roadways, trip pass-by factors from the Institute of Traffic Engineers ("ITE") are used. Water management benefit is measured by the pervious/impervious surfaces measured by product type (residential and business park). For the All Other CIP category, an Equivalent Assessment Unit based on residential unit size is utilized. The businee park EAU total is calculated by dividing the total square feet (140,000 square feet) by the average residential unit size (3,000 square feet). Finally, for the Equal Benefit category, each residential unit is given one (1) EAU and the business park parcel is given a one (1) EAU for each average unit size (3,000 square feet) divided into the total business park square feet (140,000 square feet).

As noted above, the roadways maintenance benefit is being determined by using the ITE trip pass-by factors from the 10th Edition of the Institute of Traffic Engineers Trip Generation Handbook.

The water management benefit basis is the calculation of water runoff into the water management system. That calculation involves measuring the percentage of pervious and impervious acreage from each development plan category that impacts the water management system. The pervious and impervious areas of the proposed product types were measured from a typical unit in Toll Brothers Azure neighborhood at Hacienda Lakes. A percent of impervious areas for each product type is used to determine the number of impervious acres by product type.

The business park parcel is given an average impervious percentage based on pervious/impervious measurements from comparable parcels nearby on Collier Boulevard.

An equivalent assessment unit is used for the All Other CIP category. That equivalent assessment unit is based on using a one (1) EAU for the 59-foot homesite shown in Table 1 and a proportionate EAU assigned to the other product categories based on the size of the homesite. The business park parcel EAUs are calculated by dividing the 140,000 square feet by an average size unit (3,000 square feet).

Each benefitting property receives one (1) Equivalent Assessment Unit ("EAU") for the Equal Benefitting category since they all benefit equally from this category. Again, the business park parcel EAUs were calculated by dividing the 140,000 square feet by an average size unit (3,000 square feet).

Table 6 below shows the product types and their benefit measurement factors.

TABLE 6. Hacienda North CDD Benefit Measurement Factors

Product Type	Units/Sq.Ft.	Trips	Water Mgmt. Acres	Other CIP Items (EAUs/Unit)	Equal Benefit EAUs
Twin Villas	184	9.44	11.04	0.7	184.00
52' Lots	108	9.44	15.23	0.85	108.00
59' lots	76	9.44	13.22	1	76.00
77' Lots	45	9.44	10.22	1.25	45.00
Business Park*	140,000	12.44	9.80	46.67	46.67
Totals			59.51		459.67

* - Unit square feet divided by 1,000 per ITE.

Source: Institute of Traffic Engineers Trip Generation Manual, 10th Edition and Methodology Consultant

4.2 ASSESSMENT DETERMINATION

There are four (4) assessment calculations that when added together, will ultimately determine the CIP debt service assessment for each benefitting property within District boundaries. The four (4) assessment calculations are the trip generation method for the roadway expenses, the pervious/impervious runoff method for the water management expenses, the EAU method for all other CIP items and an Equal EAU method for the Equal Benefit category.

Roadway CIP

The roadway CIP is benefitting all properties in District. Using the ITE trip generation rates previously shown in Table 6, Table 7 below shows the number of daily trips that are generated by product type using the ITE trip generation multipliers for all product types in the District along with the allocation of the Roadway CIP as financed.

TABLE 7. Hacienda North CDD Trip Generation Calculations

Product Type	Units/Sq.Ft.	Sq. Ft. / 1,000	Trips	Total Trips	Percent Trips	Roadway Allocation
Twin Villas	184		9.44	1,736.96	30.80%	$740,054.80
52' Lots	108		9.44	1,019.52	18.08%	$434,379.99
59' lots	76		9.44	717.44	12.72%	$305,674.81
77' Lots	45		9.44	424.80	7.53%	$180,991.66
Business Park*	140,000	140	12.44	1,741.60	30.88%	$742,031.73
Totals				5,640.32	100.00%	$2,403,132.98

* - Unit square feet divided by 1,000 per ITE.

Source: Institute of Traffic Engineers Trip Generation Manual, 10th Edition and Methodology Consultant

Water Management CIP

The next step is to calculate the water management assessment for each product type in the District. The water management benefit basis is determined by the calculation of water runoff into the water management system. That calculation involves measuring the percentage of pervious and impervious acreage from each development plan category that impacts the water management system.

As noted earlier, the pervious and impervious areas of the proposed product types are measured from a typical unit in Toll Brothers Azure neighborhood at Hacienda Lakes. A percent of impervious areas for each product type is used to determine the amount of impervious acres by product type.

The business park parcel is given an average impervious percentage based on like parcels nearby on Collier Boulevard.

Table 8 below shows the impervious acres used to allocate the water management CIP as financed.

TABLE 8. Water Management Impervious Surface Calculations

Product Type	Units/Sq.Ft.	Water Mgmt. Acres	Percent Acres	Water Mgmt. Allocation
Twin Villas	184	11.04	18.55%	$1,134,832.73
52' Lots	108	15.23	25.59%	$1,565,329.06
59' lots	76	13.22	22.22%	$1,359,332.25
77' Lots	45	10.22	17.17%	$1,050,028.65
Business Park	140,000	9.80	16.47%	$1,007,369.63
Totals		59.51	100.00%	$6,116,892.32

Source: Collier County Property Appraiser Measurements and Consultant

ALL OTHER CIP

An equivalent assessment unit is used for the All Other CIP category. That equivalent assessment unit is based on using a one (1) EAU for the 59-foot lot shown in Table 1 and a proportionate EAU assigned to the other product categories based on the size of the lot as shown in Table 6. The business park parcel EAUs are calculated by dividing the 140,000 square feet by an average size unit (3,000 square feet).

The total number of EAUs are calculated by multiplying the total units by product type and the EAUs by unit. The percentage of EAUs by product type is determined and then the Other CIP amount is multiplied by those percentages to obtain the Other CIP Allocation by product type as shown in Table 9 below.

TABLE 9. All Other CIP Calculations

Product Type	Units/Sq.Ft.	Other CIP Items (EAUs/Unit)	Total EAUs	Percent EAUs	Other CIP Allocation
Twin Villas	184	0.7	128.8	32.24%	$3,733,790.57
52' Lots	108	0.85	91.8	22.98%	$2,661,195.45
59' lots	76	1	76.0	19.02%	$2,203,168.35
77' Lots	45	1.25	56.3	14.08%	$1,630,634.47
Business Park	140,000	46.67	46.7	11.68%	$1,352,822.67
Totals			399.5	100.00%	$11,581,611.51

Source: Methodology Consultant

EQUAL BENEFIT

The Equal Benefit category is the last category to be apportioned to the various properties in the District. The Equal Benefit CIP includes such items as the perimeter wall and the perimeter landscaping. All properties benefit equally from these services so therefore each benefitting property receives one (1) Equivalent Assessment Unit (”EAU”) and the business park parcel receive one (1) EAU for each 3,000 square feet of business park development.

Like the roadway/landscape and water management assessments, the next step is to total the number of EAUs in the District and calculate a percentage of EAUs by product type in relation to the total EAUs in the District. Then the Equal Benefit CIP amount of $2,763,413.13 is multiplied by each percentage to apportion that CIP item among the product types.

Finally, the apportioned budget amount is divided by the number of product type units to arrive at the water management assessment as shown in Table 10 below.

TABLE 10. Equal Benefit CIP Calculations

Product Type	Units/Sq.Ft.	Equal Benefit EAUs	Percent EAUs	Equal Benefit Allocation
Twin Villas	184	184.00	40.03%	$1,106,166.82
52' Lots	108	108.00	23.50%	$649,271.83
59' lots	76	76.00	16.53%	$456,894.99
77' Lots	45	45.00	9.79%	$270,529.93
Business Park	140,000	46.67	10.15%	$280,549.56
Totals		459.67	100.00%	$2,763,413.13

Source: Methodology Consultant

TOTAL CIP BENEFITS

Once the measurements are applied to each residential and the business park parcel in the District, a total pre-financed CIP benefit amount is determined for each product type by totaling the four (4) CIP categories as shown in Table 11 below.

TABLE 11. Total CIP Calculations by Product Type

Product Type	Units/Sq.Ft.	Roadway Allocation	Water Mgmt. Allocation	Other CIP Allocation	Equal Benefit Allocation	Total CIP Allocation
Twin Villas	184	$740,054.80	$1,134,832.73	$3,733,790.57	$1,106,166.82	$6,714,844.92
52' Lots	108	$434,379.99	$1,565,329.06	$2,661,195.45	$649,271.83	$5,310,176.33
59' lots	76	$305,674.81	$1,359,332.25	$2,203,168.35	$456,894.99	$4,325,070.40
77' Lots	45	$180,991.66	$1,050,028.65	$1,630,634.47	$270,529.93	$3,132,184.71
Business Park	140,000	$742,031.73	$1,007,369.63	$1,352,822.67	$280,549.56	$3,382,773.59
Totals		$2,403,132.98	$6,116,892.32	$11,581,611.51	$2,763,413.13	$22,865,049.95

Source: District Engineer’s report, July 2022.and Methodology Consultant

REAL PROPERTY CONTRIBUTIONS

In order to implement the District's CIP, it is in the District's best interest to obtain certain parcels of real property and non-financed elements of the CIP. The cost of acquiring such property is incorporated and documented in the Supplemental Engineer's Report of project costs. The owner of the necessary real property and non-financed real property agrees to transfer title for such property to the District in return for a reduction or corresponding credit to special assessments to be levied upon the benefiting business park parcel retained by the landowner/Developers.

The value of the non-District financed CIP assets needing to be transferred to the District is $3,382,773.59 as shown in Table 11's business park parcel's total CIP allocation column. Therefore, that amount would become a credit to the project cost to extinguish anticipated liens for the business park parcel.

5.0 CALCULATION OF POST REAL PROPERTY CONTRIBUTION ASSESSMENTS

The prior calculations determined the non-District financed real property contributions required to extinguish anticipated liens for the business park parcel. Next, the calculation of the par debt and annual assessment per unit needs to be calculated on the assessable properties in the District. To determine those par debt and assessment amounts, the Methodology Consultant utilized the same CIP allocations and benefit calculations that are previously shown in Tables 7 through 10. The CIP totals by benefit shown in Table 5 need to be shown as financed and is shown in Table 12 below.

TABLE 12. Total Pre and Post Financed CIP by Benefit

CIP CATEGORY	TOTALS	ROADWAYS	WATER MGMT.	ALL OTHER CIP	EQUAL BENEFIT
Pre-Financed CIP from Table 5	$22,865,049.95	$2,120,850.00	$5,398,374.20	$10,221,182.50	$2,438,810.00
Financed CIP Total from Table 3	$33,785,000.00	$3,550,827.48	$9,038,213.68	$17,112,787.67	$4,083,171.17

Source: District Engineer's report, June 2022.and Methodology Consultant

The financed CIP is next allocated by benefit and product type. The allocation methodology detail is shown in previous Tables 7 through 10. Those allocations by product type and benefit establish the maximum par debt per unit as shown in Table 13 on the next page.

TABLE 13. Total Financed CIP by Benefit and Par Debt per Unit

Product Type	Units/Sq.Ft.	Roadway Allocation	Water Mgmt. Allocation	Other CIP Allocation	Equal Benefit Allocation	Total Par Debt Allocation	Par Debt Per Unit/Sq. Ft.
Twin Villas	184	$1,093,492.09	$1,676,809.10	$5,516,983.99	$1,634,452.85	$9,921,738.03	$53,922.49
52' Lots	108	$641,832.31	$2,312,902.98	$3,932,136.10	$959,352.76	$7,846,224.16	$72,650.22
59' lots	76	$451,659.78	$2,008,525.68	$3,255,363.22	$675,100.09	$6,390,648.77	$84,087.48
77' Lots	45	$267,430.13	$1,551,504.07	$2,409,397.12	$399,730.32	$4,628,061.64	$102,845.81
Business Park	140,000	$1,096,413.17	$1,488,471.84	$1,998,907.24	$414,535.14	$4,998,327.40	$35.70
Totals		$2,454,414.31	$9,038,213.68	$17,112,787.67	$4,083,171.17	$33,785,000.00	

Source: District Engineer's report, July 2022, MBS Capital Markets LLC .and Methodology Consultant

Finally, the Maximum Annual Debt Service ("MADS") as shown in Table 3 ($2,697,100.00) is allocated by benefit and product type to determine the maximum annual assessment by product type. Again, the allocation methodology detail is shown in previous Tables 7 through 10. Those allocations by product type and benefit establish the maximum par debt per unit as shown in Table 14 below.

TABLE 14. Maximum Annual Debt Service by Unit

Product Type	Units/Sq.Ft.	Roadway Allocation	Water Mgmt. Allocation	Other CIP Allocation	Equal Benefit Allocation	Total MADS	MADS per Unit/Sq. Ft.	Gross MADS per Unit/Sq. Ft.*
Twin Villas	184	$87,294.88	$133,861.83	$440,427.93	$130,480.47	$792,065.11	$4,304.70	$4,653.73
52' Lots	108	$51,238.30	$184,642.02	$313,907.48	$76,586.36	$626,374.17	$5,799.76	$6,270.01
59' lots	76	$36,056.58	$160,343.19	$259,879.83	$53,894.11	$510,173.71	$6,712.81	$7,257.09
77' Lots	45	$21,349.29	$123,858.57	$192,345.27	$31,910.99	$369,464.11	$8,210.31	$8,876.01
Business Park	140,000	$87,528.07	$118,826.62	$159,575.34	$33,092.87	$399,022.90	$2.85	$3.08
Totals		$195,939.05	$721,532.22	$1,366,135.85	$325,964.81	$2,697,100.00		

** - MADS grossed up 7.5% to account for collection costs and early payment discount.*

Source: District Engineer's report, July 2022, MBS Capital Markets LLC .and Methodology Consultant

The par debt and assessments represent the special and peculiar benefit each property receives as a logical connection from the systems and services constituting maintenance and operations of the District's capital improvements. The par debt and assessments are also fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed and they are measured with mathematical certainty by using professionally acceptable measuring guidelines

6.0 SPECIAL AND PECULIAR BENEFIT TO THE PROPERTY

Improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the systems, facilities and services to property within the District in order to develop such property and use it for residential and other purposes. Absent the construction or provision of the District's CIP, there would be no infrastructure to support development of land within the District and such development would be prohibited by law.

While the general public and property owners outside the District will benefit from the provision of District infrastructure, these benefits are incidental to the benefits derived from property within the District's CIP which is dependent upon the District's Improvement Program to develop the property within such boundaries. This fact alone clearly distinguishes the special and peculiar benefits which District properties receive compared to those properties lying outside of the District's boundaries and establishes that the CIP has a nexus to the value and the use and enjoyment of the lands within the District.

7.0 REASONABLE AND FAIR APPORTIONMENT OF THE DUTY TO PAY

The special and peculiar benefits from the component systems and facilities of the District's CIP have been determined and apportioned to the undeveloped land on an equal acre basis. As land is platted, the benefits will be apportioned to each developable unit as provided in this Master Methodology and any supplemental methodology reports.

The duty to pay the non-ad valorem special assessments during the initial period as set forth above is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the acquisition and/or construction of the District's CIP (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to the reasonable estimates of the special and peculiar benefits including enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums and conferred on the land as provided by the District's CIP for the reasons set forth above.

Accordingly, no acre of property within the District will be assessed for the payment of any non-ad valorem special assessment pursuant to this Master Methodology in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

If unplatted land is sold with entitlements, then the corresponding debt related to those entitlements is allocated to such land accordingly.

Note that while a Project amenity is contemplated and would constitute assessable property located within the District boundaries, it will not be assessed as it is a common element utilized exclusively for the benefit of the lot owners within the Development in accordance with Section 193.0235, F.S.

8.0 TRUE-UP MECHANISM – MASTER INFRASTRUCTURE

Until such time as bonds are issued, the lien of the Assessments imposed pursuant to this Master Methodology are inchoate ("Inchoate Assessments"), meaning that the lien of the Assessments cannot exceed the amount established hereby but that such lien will not be activated until bonds are issued and assessments levied pursuant to a supplemental assessment report. In essence, the Inchoate Assessment represents an upper limit on the Assessments. As bonds are issued and all, or a portion of, the Assessment becomes a liability for the repayment of a proportionate portion of the bonded debt, the Assessments are collectible to the extent set forth in the supplemental assessment methodology issued in correspondence to such bonds ("Funded Assessments").

In order to assure that the Funded Assessment per acre for the benefits from the CIP will not be disproportionately apportioned to any acre, each supplemental methodology shall apply a "true up" test, upon platting of residential units to ensure that, due to the level of development on any one parcel of land, the Assessments on any other parcel of land do not exceed the special and peculiar benefit which can be apportioned to such parcel in accordance with this Master Methodology and the applicable supplemental assessment methodology

9.0 COVENANT TO PAY

All assessments levied run with the land. The owner of record at the time the annual assessment roll is developed will have the responsibility to make the annual debt service assessment payments.

10.0 ASSESSMENT ROLL

The following Appendix I shows the preliminary master allocated assessments on a per acre basis for the CIP. The acreage shown represents 100% of the gross developable acreage within the District. Excluding any capitalized interest period, debt service payments shall be paid in thirty (30) annual installments.

APPENDIX 1

Initial Per Acre Assessment Roll

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Summary of Parcels, FOLIO's, Ownership and Areas

PARCEL No.	FOLIO NUMBER	OWNER	Area In CDD (Ac.+/-)	Total Par Debt	Debt Allocation Per Acre
1	48586001022	Hacienda Lakes of Naples LLC	197.82 *	$33,785,000.00	$170,785.71

*** - Legal description of such 197.82 acres is attached as Appendix 2.**

APPENDIX 2

Hacienda North Community Development District Legal Description

RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE. #107 NAPLES, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163

LEGAL DESCRIPTION

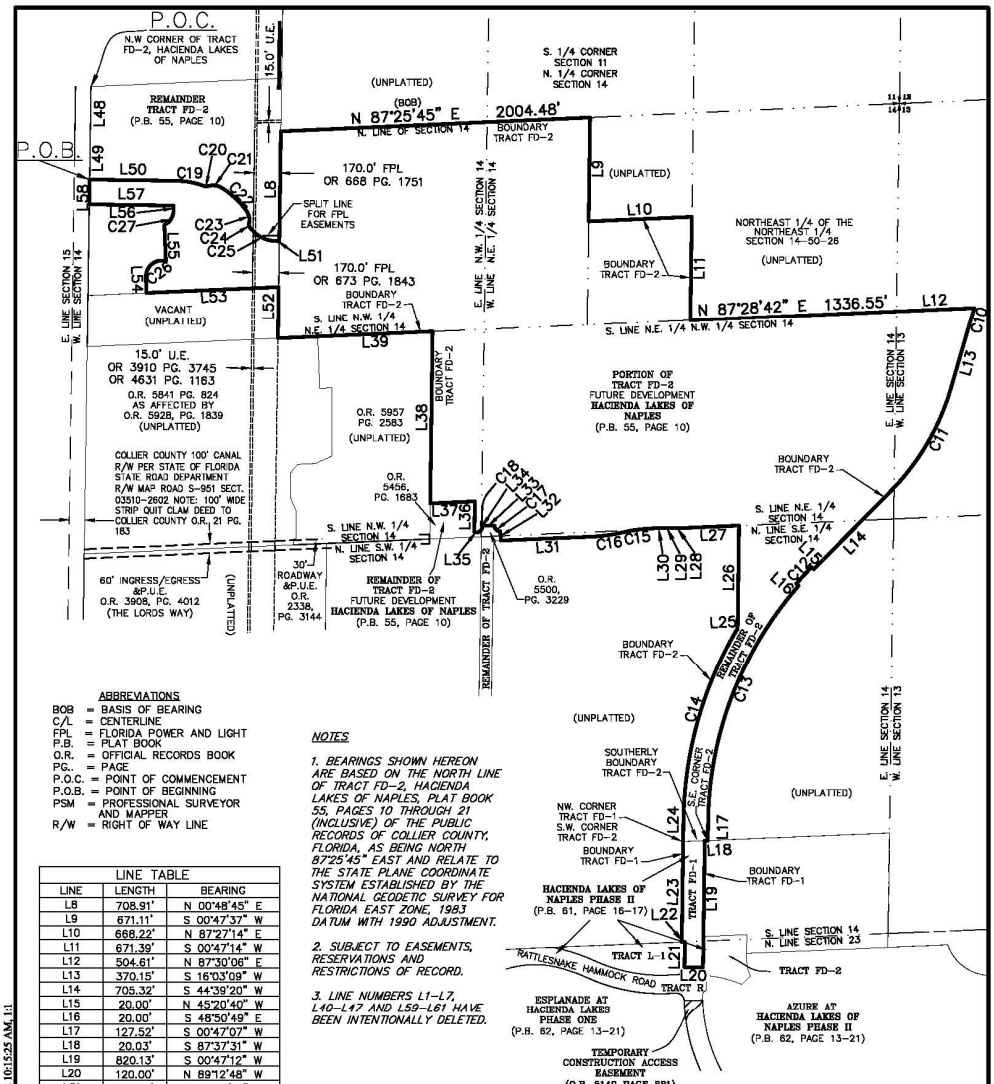
BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, ALSO BEING ALL OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF SECTIONS 13, 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: SOUTH 00°50'27" WEST, 344.07 FEET; COURSE NO. 2: SOUTH 00°49'30" WEST, 255.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST, A DISTANCE OF 563.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 182.19 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°41'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 79°19'24" EAST, 181.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 23.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 38°15'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 88°36'27" EAST, 22.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 95.07 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 49°31'14" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 82°58'44" EAST, 92.14 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 212.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 21°24'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°30'56" EAST, 211.72 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 91.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47°42'50" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°57'20" EAST, 88.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 29.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 48°16'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 13°14'22" EAST, 28.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 198.92 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 51°48'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 63°17'02" EAST, 192.22 FEET; THENCE SOUTH 89°11'15" EAST, A DISTANCE OF 17.82 FEET TO A POINT OF THE EASTERLY BOUNDARY OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 673, PAGE 1843 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48'45" EAST, ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT, CONTINUING ALONG THE EASTERLY BOUNDARY OF AN EXISTING 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 668, PAGE 1751 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 2: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 3: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 4: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY

A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6: SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC

RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.



ABBREVIATIONS

BOB = BASIS OF BEARING
C/L = CENTERLINE
FPL = FLORIDA POWER AND LIGHT
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS BOOK
PG.. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PSM = PROFESSIONAL SURVEYOR AND MAPPER
R/W = RIGHT OF WAY LINE

NOTES

1. *BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT FD-2, HACIENDA LAKES OF NAPLES, PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°25'45" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.*
2. *SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.*
3. *LINE NUMBERS L1-L7, L40-L47 AND L59-L61 HAVE BEEN INTENTIONALLY DELETED.*

LINE TABLE		
LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.36'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°30'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	545.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C10	9860.00	0°58'11"	166.87'	166.87'	S 16°32'15" W
C11	1580.00	28°36'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 79°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.36'	N 51°57'14" E
C27	95.00	66°46'31"	110.72'	104.56'	N 34°13'00" E

NOT A SURVEY

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor & Mapper

BY: John Scott Rhodes PSM # 5739 State of Florida Digitally signed by John Scott Rhodes PSM # 5739 State of Florida Date: 2022.05.06 10:30:08 -04'00'

JOHN SCOTT RHODES PSM #5739

RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

date: JAN. 12, 2022
scale: 1" = 800'
cogo #: N/A

SKETCH AND DESCRIPTION

CERTIFIED TO:
HACIENDA LAKES OF NAPLES, LLC.

design:
drawn: EFC/rwc
checked: JSR

acad #:	view:	project#:	file #:	sheet #:
2021-858	PLOT	2021-858	2021-858	4 of 4

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\2021-858 hacienda north CDD.dwg, SKETCH, 1/12/2022 10:15:25 AM, 1:1

EXHIBIT 36

RESOLUTION NO. 2022-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the Board of Supervisors of the District (the "Board") hereby determines to undertake, install, plan, establish, construct. reconstruct, enlarge or extend, equip, acquire, operate and/or maintain certain public improvements (the "Improvements") described in that certain Hacienda North Community Development District Master Engineer's Report prepared by Atwell, LLC and dated July 2022 ("Engineer's Report"), a copy of which is attached hereto and made a part hereof as Exhibit "A" and maintained on file at the offices of Atwell, LLC, 28100 Bonita Grande Drive, Suite 305, Bonita Springs, FL 34135 ("District Engineer's Office") and the offices of the District Manager at Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, FL 34012 ("District Manager's Office"); and

WHEREAS, the Board finds that it is in the best interest of the District to pay all or a portion of the cost of the Improvements by imposing, levying, and collecting special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (the "Assessments"); and

WHEREAS, Hacienda North Community Development District (the "District") is empowered by Chapter 190, the Uniform Community Development District Act of 1980, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the Assessments; and

WHEREAS, the District hereby determines that special benefits will accrue to the property benefited by the Improvements, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in that certain Hacienda North Community Development District Master Special Assessment Methodology Report prepared by Real Estate Econometrics, Inc. and dated July 13, 2022 (the "Assessment Report"), a copy of which is attached hereto and made a part hereof as Exhibit "B" and maintained on file at the District Manager's Office; and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property benefited by the Improvements.

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

Section 1. **Recitals**. The foregoing recitals are hereby incorporated as the findings of the Board.

Section 2. **Declaration of Assessments**. The Board declares that has determined to undertake the Improvements and Assessments shall be levied to defray all or a portion of the cost of the Improvements.

Section 3. **Designating the Nature and Location of Improvements**. The nature and general location of, and plans and specifications for, the Improvements are described in the Engineer's Report and maintained on file at the District Manager's Office.

Section 4. **Declaring the Total Estimated Cost of the Improvements**. The total estimated cost of the Improvements is $22,865,019.95 (the "Estimated Cost").

Section 5. **Declaring the Portion of the Estimated Costs of the Improvements to be Paid by Assessments**. The Assessments will defray approximately $_____ _____,000.00, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in the Assessment Report, and which is in addition to interest and collection costs

Section 6. **Declaring the Manner in Which Assessments are to be Paid**. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment

Report attached hereto and made a part hereof as Exhibit "B", as may be modified by supplemental assessment resolutions. The Assessment Report is also available at the District Manager's Office.

Section 7. Designating The Lands Upon Which The Special Assessments Shall Be Levied. The Assessments shall be levied on certain lots and lands within the District as described in the Assessment Report and, and as further designated by the assessment plat hereinafter provided for.

Section 8. Assessment Plat. Pursuant to Section 170.04, Florida Statutes, there is on file at the District Manager's Office, a preliminary assessment plat showing the area to be assessed, with the plans and specifications describing the Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

Section 9. Preliminary Assessment Roll. Pursuant to Section 170.06, Florida Statutes, the District Manager has caused to be made a preliminary assessment roll in accordance with the method of assessment described, which is attached as Exhibit "A" of the Assessment Report and which shows the lots and lands to be assessed, the amount of benefit to and the Assessments against each lot or parcel of land and the number of annual installments into which such Assessment may be divided. The assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

Section 10. Payment of Assessments. Commencing with the year in which the Assessments are certified for collection and subsequent to any capitalized interest period, the Assessments shall be paid in not more than (30) thirty yearly installments, which installments shall include principal and interest as calculated in accordance with the Assessment Report. The Assessments shall be payable at the same time and in the same manner as are ad-valorem taxes and as prescribed in Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District otherwise determines not to utilize the provisions of Chapter 197, Florida Statutes, the Assessments may be collected as is otherwise permitted by law including, but not limited to, by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 11. Resolution to Fix Public Hearing. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved; and to authorize such notice and publications of same as may be required by Chapter 170, Florida Statutes, or other applicable law.

Section 12. Publication of Resolution. The District Manager is hereby directed to cause this resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Collier County and to provide mailed notices to the owners of the

property subject to the proposed Assessments and such other notice as may be required by law or deemed in the best interest of the District.

Section 13. **Severability**. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

Section 14. **Conflicts**. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 15. **Effective Date**. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____ _____

Secretary Chairman

Exhibits:

Exhibit "A": Hacienda North Community Development District Master Engineer's Report prepared by Atwell, LLC and dated July 2022

Exhibit "B": Hacienda North Community Development District Master Special Assessment Methodology Report prepared by Real Estate Econometrics, Inc. and dated July 13, 2022

EXHIBIT A

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Master Engineer's Report

July 2022

Prepared for:

Hacienda North CDD
707 Orchid Drive, Suite 100
Naples, FL 34102

Prepared by:

Atwell, LLC
28100 Bonita Grande Drive, Suite 305
Bonita Springs, FL 34135

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Exhibit 2A – Sketch

Exhibit 2B – Legal Description

Exhibit 4 – Existing Land Use Map

Exhibit 5 – Future Land Use Map

Exhibit 6 – Master Site Plan

Exhibit 6A – Stormwater Plan

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Exhibit 6C – Potable Water Plan

Exhibit 7 – Existing Utilities

INTRODUCTION

Hacienda North Community Development District (the "**District**") is a special purpose unit of local government that was established pursuant to Chapter 190, *Florida Statutes*. The District encompasses approximately 197.821 acres of land and is generally located on the east side of Collier Boulevard (C.R. 951), south of the existing Willow Run RPUD in unincorporated Collier County, Florida. The project lies within Sections 13, 14, and 23, Township 50 South, Range 26 East. Please refer to **Exhibit 1 – Location Map.**

The District is part of a master planned community development (the "**Master Development**") consisting of approximately 197.821 +/- acres located within the existing Hacienda Lakes DRI/MPUD in Collier County. The Master Development is located within the area zoned by Collier County as Planned Unit Development (PUD), pursuant to Ordinance No. 11-41. Please refer to **Exhibit 6** for the master site plan.

The District represents the entire development area within the Master Development and will consist of approximately 197.821 acres planned for 413 single and multi-family dwelling units and 140,000 square feet of commercial uses to be developed as "Hacienda North". The legal description for the District's boundary is provided as **Exhibit 2B – Legal Description** in the appendices of the report. The matrix shown in **Table 1** below represents the anticipated product mix for the lands within the District. Please note that this table may be revised as development commences and the final site plan is further refined by the Developers (hereafter defined).

Table 1: Master Lot Matrix

HACIENDA NORTH (TOLL BROTHERS)		
PRODUCT TYPE	**UNIT COUNT**	**PERCENT OF TOTAL**
52' LOTS	108	26.15%
59' LOTS	76	18.40%
77' LOTS	45	10.90%
TWIN VILLAS	184	44.55%
TOTAL	**413**	**100%**

BUSINESS PARK		
PRODUCT TYPE	**SQUARE FOOTAGE**	**PERCENT OF TOTAL**
COMMERCIAL	140,000	100%
TOTAL	**140,000**	**100%**

PURPOSE AND SCOPE

The District was established for the purpose of financing, acquiring, constructing, maintaining, and operating all or a portion of the public infrastructure necessary for the community development within the District. The purpose of this report is to outline the scope of the District's "**Capital Improvement Plan**" ("**CIP**") and provide a description of the public infrastructure improvements necessary for future development activities including those to be financed and/or acquired by the District.

The District will finance, acquire and/or construct, operate, and maintain a portion of the public infrastructure improvements that are needed to serve Hacienda North and allocate the costs for the infrastructure improvements. A portion of these public infrastructure improvements will be completed by Toll FL XIII Limited Partnership and Hacienda Lakes of Naples, LLC (the "**Developers**"), and will be acquired by the District with proceeds of bonds issued by the District. The Developers will finance and construct the balance of the infrastructure improvements needed for the development that is not financed by the District. The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the District as required by Collier County, Florida, and the South Florida Water Management District ("SFWMD").

The CIP described in this report reflects the District's present intentions. The implementation and completion of the CIP outlined in this report requires final approval by the District's Board of Supervisors, including the approval for the purchase of improvements. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained

herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

CAPITAL IMPROVEMENT PLAN

The CIP includes completed and planned public infrastructure improvements and related interests in land and only those portions of the CIP that are eligible to be funded on a tax-exempt basis will be financed by the District. Such improvements will provide special benefit to all assessable land within the District. In particular, the CIP includes, without limitation: (i) improvements within the District such as the stormwater management system, wastewater system, water distribution system, and on-site roadways, (ii) certain off-site improvements, and (iii) soft costs such as professional fees and permitting costs.

The estimated total cost of the CIP for Hacienda North is $22,865,019.95. Refer to **Table 5** of this report for a summary of the costs by infrastructure category for the completed and planned CIP expenditures.

The CIP status, along with anticipated completion timeline is presented in **Table 2** below.

Table 2: CIP Status and Completion Time Line

Construction Phasing	Estimated Completion Date
Hacienda North Parcel	July 2026 (estimated)
Hacienda Lakes Parkway	July 2026 (estimated)
Hacienda Lakes Boulevard	July 2026 (estimated)
Business Park Parcel	July 2028 (estimated)

PERMITS AND APPROVALS

This project is compliant with the current zoning per Ordinance No. 11-41. Compliance with the conditions of the zoning approval and permitting requirements is currently being accomplished. It is our opinion that the CIP is feasible, there are no technical reasons existing at this time that would prohibit the implementation of the CIP as presented herein and that permits normally obtained by site development engineers not heretofore issued and which are necessary to affect the improvements described herein will be obtained during the ordinary course of development.

LAND USE

As stated, the District includes approximately 197.821 acres. **Table 3** below illustrates the current land use plan in acreage for the District. Such information is subject to change.

Table 3: Land Use Summary for the District

TYPE OF USE	ACRES +/-	PERCENT OF TOTAL
Lakes	33.4	17%
Residential Tracts	69.6	35%
Business Park Tract	23.6	12%
Road Rights-of-Way	37.3	19%
Preservation/Wetland Areas	0.0	0%
Parks and Amenities	3.5	2%
Other (Uplands, Open Space, etc.)	30.4	15%
TOTAL	197.8	100%

ROADWAYS

All roads internal to residential areas within Hacienda North are to be private and will be funded by the Developers and dedicated to the applicable property owners' association for ownership and maintenance. All such roads will be designed and constructed in accordance with Collier County standards. Notwithstanding the same, the District will be provided access over the privately owned roadways for purposes of operating and maintaining the public improvements of this CIP.

Other on-site roadways not internal to residential areas are included as part of the CIP. These on-site roadways will serve the District in its entirety, including access entering and exiting the Hacienda North community via Brighton Boulevard. These on-site roadways not internal to residential areas within the District will be public, therefore owned, operated, and maintained by the District. They will be constructed within platted rights-of-way dedicated to the District for operation and maintenance. As required by state and federal law, roadways will be open to the public. Construction of such roadways will consist of stabilized subgrade, limerock, asphalt (initial lift and final lift), signing and striping. Roadways are designed in accordance with Collier County requirements, and will include landscaping, hardscaping, sidewalks, irrigation, master electrical

and street lighting and entry features. Landscaping and irrigation provided for the roadways will be owned and maintained by the District. A total of approximately 0.2 miles of public roadway will be constructed at CIP buildout. No roadway has been constructed within the District to date.

There will be three (3) access points into the District, the main entry off Collier Boulevard, a secondary entry through Hacienda Lakes Parkway, and entry from Hacienda Lakes Boulevard. Collier Boulevard is currently a six-lane roadway along the western frontage of the District, Hacienda Lakes Parkway (FKA The Lords Way) is an existing two-lane roadway along the southern frontage of the District, and Hacienda Lakes Boulevard. The proposed entrance locations can be seen in final build out form on **Exhibit 6 – Master Site Plan** for reference.

STORMWATER MANAGEMENT

Collier County and the South Florida Water Management District (SFWMD) regulate the design criterion for the stormwater management system within the District. The District is located within the West Collier Drainage Basin. The existing site was previously undeveloped and vegetated.

The Stormwater Management Plan for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with dry detention facilities throughout the site.

The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain wetland hydroperiods.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions is a requirement

of more than one regulatory agency and is an integral part of the infrastructure improvements constructed with development projects.

6. To preserve the function of the floodplain storage during the 25-year storm event.

The stormwater collection and outfall systems will be a combination of curb inlets, pipe culverts, control structures and open waterways. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures.

The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate, and maintain the inlets and storm sewer systems within any County rights-of-way. The District's proposed stormwater improvements within the CIP can be found on **Exhibit 6A – Stormwater Plan.**

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, and lake excavation for stormwater ponds within the CIP includes only the portion from the control elevation to the depth required to meet water quality criteria set forth by the SFWMD. Moreover, the purpose of the lakes is to manage stormwater, with any use of such water for irrigation on private lots being incidental to that purpose. Further, all lakes included in the CIP will be constructed in accordance with the applicable requirements of governmental authorities with jurisdiction over lands in the District and not for the purpose of creating fill for private property. Additionally, all improvements within the District-funded stormwater management plan will be located on publicly owned land or within public easements or public rights-of-way. Finally, it is less expensive to allow the developers of the land in the District to use any excess fill generated by construction of the improvements in the stormwater system than to haul such fill off-site.

ENVIRONMENTAL CONSERVATION/MITIGATION

No onsite wetland areas are being preserved. All mitigation has been approved with SFWMD and Collier County and is being completed (not through the District) with the onsite preserve tracts within the Hacienda Lakes PUD and ERP.

WASTEWATER COLLECTION

The District falls within the Collier County utility service area, with wastewater treatment service to be provided by Collier County Public Utilities and its existing infrastructure in the area. The County has sufficient capacity to serve the District's water and wastewater needs at build out. Facilities will be designed and constructed in accordance with County and Florida Department of Environmental Protection standards. The project's wastewater needs will be served by the existing infrastructure within the Collier Boulevard (CR-951) right-of-way via an existing 12-inch force main beneath the southbound lanes. Wastewater facilities include gravity collection lines with individual services, lift stations, and force mains to connect to the existing County system. Approximately 4 miles of 8-inch gravity collection lines and approximately 1.1 miles of on-site 4, 6, and 8-inch force main, and four wastewater pump stations are to be constructed. Please refer to **Exhibit 6B – Wastewater Plan Exhibit** for the CIP's proposed internal sanitary sewer collections system layout.

The wastewater collection systems for all phases identified in **Exhibit 6B** will be constructed and/or acquired by the District and then dedicated to Collier County for ownership, operation, and maintenance. As such, they are all included within the CIP. There are no impact fee credits associated with the construction of any of these improvements.

WATER DISTRIBUTION SYSTEM

The District falls within the Collier County utility service area, with potable water service to be provided by Collier County Public Utilities and its existing infrastructure in the area. The County has sufficient capacity to serve the District's water and wastewater needs at build out. Facilities will be designed and constructed in accordance with County and Florida Department of Environmental Protection standards. The project's potable water needs will be served via the existing 36" potable water main along the east side of the Henderson Creek Canal. The water facilities include potable distribution mains along with necessary valving, fire hydrants and water services to individual units and common areas. Approximately 4 miles of 6 to 12-inch water mains will be constructed. The planned water distribution system within the CIP is shown in **Exhibit 6C – Potable Water Plan Exhibit.**

The water distribution systems for all phases identified in **Exhibit 6C** will be constructed and/or acquired by the District and then dedicated to Collier County for ownership, operation, and maintenance. As such, they are all included within the CIP. There are no impact fee credits associated with the construction of any of these improvements.

LANDSCAPING & WALLS

Perimeter buffer landscaping and walls are planned for Hacienda North. Perimeter walls and code required landscaping will be owned and maintained by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the County, will be maintained pursuant to a right-of-way agreement to be entered into with the County. All other landscaping, hardscape, and lighting is to be considered private and shall be funded by the Developers and maintained by the Property Owner's Association.

RECREATIONAL FACILITIES

Hacienda North will have one main recreational amenity campus for the exclusive use of Hacienda North's residents. The amenity location will provide the typical programing such as a clubhouse, pool, park, and sports courts. All amenity facilities are considered common elements for the benefit of the community. Further, all amenity facilities will be funded by the Developers to be owned and maintained by the POA. Although the CIP benefits the recreational amenities, they are not assessed pursuant to state law, as they are a common element for the Hacienda North development.

PROFESSIONAL FEES

Professional fees include civil engineering, costs for site design, permitting, inspection and master planning, survey costs for construction staking and record drawings as well as preparation of preliminary and final plats, geotechnical cost for pre-design soil borings, under drain analysis and construction testing, and architectural cost for landscaping. Also included in this category are fees associated with environmental consultation and permitting and legal fees

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth in **Table 4** below.

Any CDD-financed components of the CIP maintained by a POA will be pursuant to an arrangement that is reviewed by bond counsel to the CDD.

Table 4: Ownership and Maintenance Responsibilities

FACILITY	FUNDED BY	O & M	OWNERSHIP
Public Roads	Developers/CDD	County/CDD	County/CDD
Private Roads	Developers	Neighborhood POA	Neighborhood POA
Stormwater Management	Developers/CDD	CDD	CDD
Utilities	CDD	County	County
Off-Site Road Improvements	CDD	County	County
Perimeter Landscaping	Developers/CDD	CDD	CDD

PROJECT COSTS

The CIP's identifiable total costs associated with the public infrastructure improvements are estimated to be $22,865,019.95. The public infrastructure improvements include earthwork, drainage, perimeter walls and landscaping, sewer, water, stormwater management systems, and on-site roadways that will benefit the developable, assessable land within the District. Private infrastructure, which is not included within the CIP, includes landscaping/hardscaping, internal private roadways, portions of the excavation and grading, and the amenity campus serving the Hacienda North development.

The Summary of Estimated Project costs shown below in **Table 5**, outlines the anticipated costs associated with the construction and acquisition of public infrastructure comprising the CIP.

Table 5: Cost Estimates

PROFESSIONAL & PERMIT FEES	$2,685,833.25
EARTHWORK FOR STORMWATER MANAGEMENT	$2,563,675.20
ROADWAYS	$2,120,850.00
OFF-SITE ROAD IMPROVEMENTS	$3,918,600.00
DRAINAGE SYSTEMS	$2,834,669.00
SANITARY SEWER SYSTEMS	$4,326,689.50
POTABLE WATER SYSTEMS	$1,975,893.00
PERIMETER WALLS	$818,830.00
PERIMETER LANDSCAPING	$1,619,980.00
TOTAL ESTIMATED COSTS – ENTIRE PROJECT	**$22,865,019.95**

The cost estimates set forth herein are estimates based on current plans and market conditions, which are subject to change. Accordingly, the 'CIP' as used herein refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential and commercial units, which (subject to true-up determinations) number and type of units may be changed with the development of Hacienda North. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The platting, design and permitting of the site plan are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this report are based on current plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, construction drawings and specifications, last revisions. It is the professional opinion of Atwell, LLC that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to all developable lands within the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) of the Florida Statutes, and any land to be acquired by the District is related to the stormwater management system and wetland mitigation component of such improvements or facilities. Further, the Hacienda North CIP functions as a system of improvements benefitting all lands within the District.

The infrastructure total construction cost developed in this report is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Collier County and quantities as represented on the master plans. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

_____

Jeremy H. Arnold, P.E.
District Engineer
FL Registration No.: 66421

CDD EXHIBITS FOR

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

SECTION 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST
COLLIER COUNTY, FLORIDA

SHEET INDEX

1	COVER SHEET
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3	EXHIBIT 2A SKETCH
4	EXHIBIT 2B LEGAL DESCRIPTION
5	EXHIBIT 4 EXISTING LAND USE MAP
6	EXHIBIT 5 FUTURE LAND USE MAP
7	EXHIBIT 6 MASTER SITE PLAN
8	EXHIBIT 6A STORMWATER PLAN
9	EXHIBIT 6B WASTEWATER PLAN
10	EXHIBIT 6C POTABLE WATER PLAN
11	EXHIBIT 7 EXISTING UTILITIES

HACIENDA NORTH CDD — COVER SHEET

PREPARED FOR:
HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000101.dwg
SHEET: 1 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

ATWELL
866.850.4200 www.atwell-group.com
28100 BONIT- GR-NDE DR., SUITE 305
BONITA SPRINGS, FL 34135
239.405.7777

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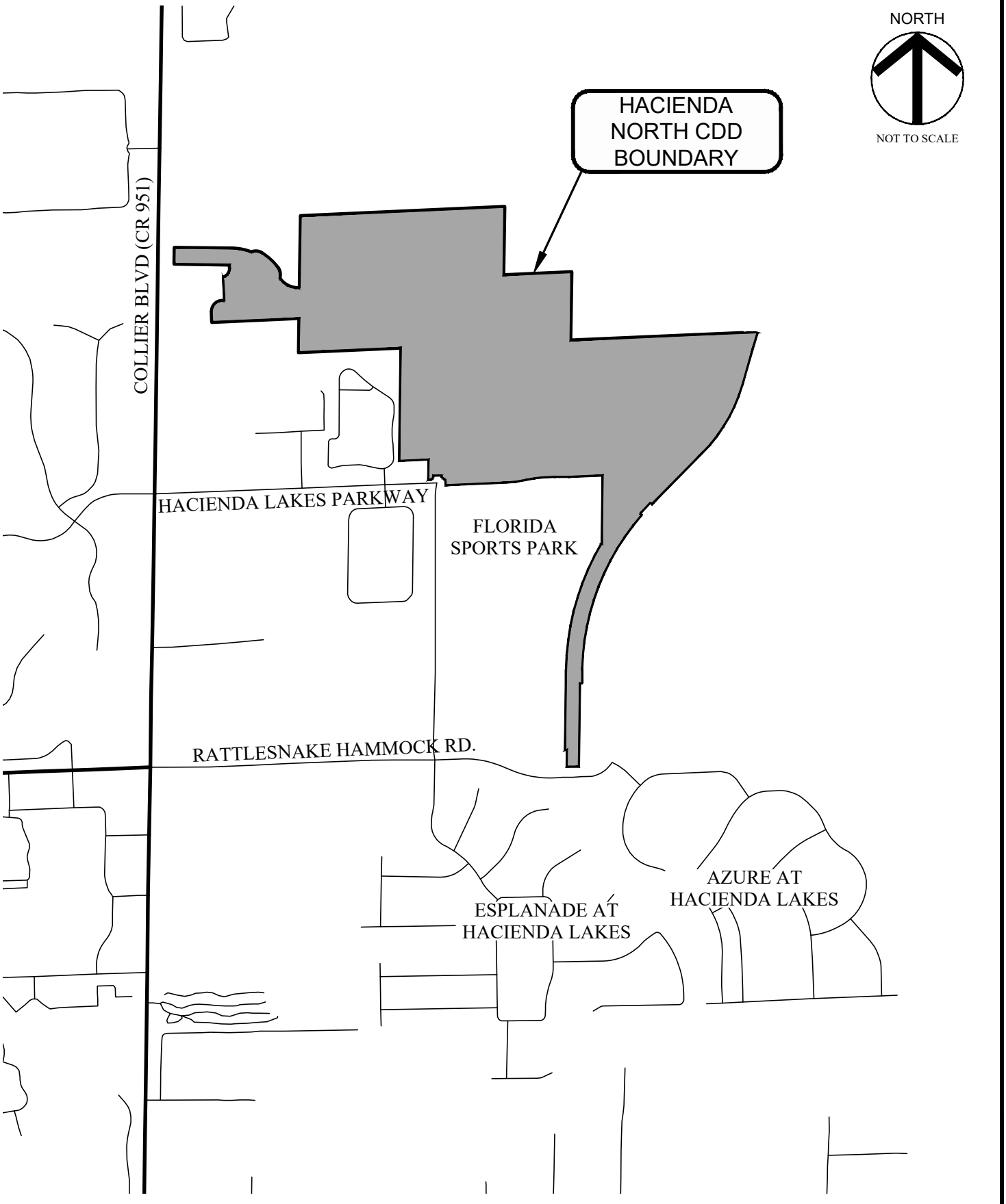


EXHIBIT 1: LOCATION MAP

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

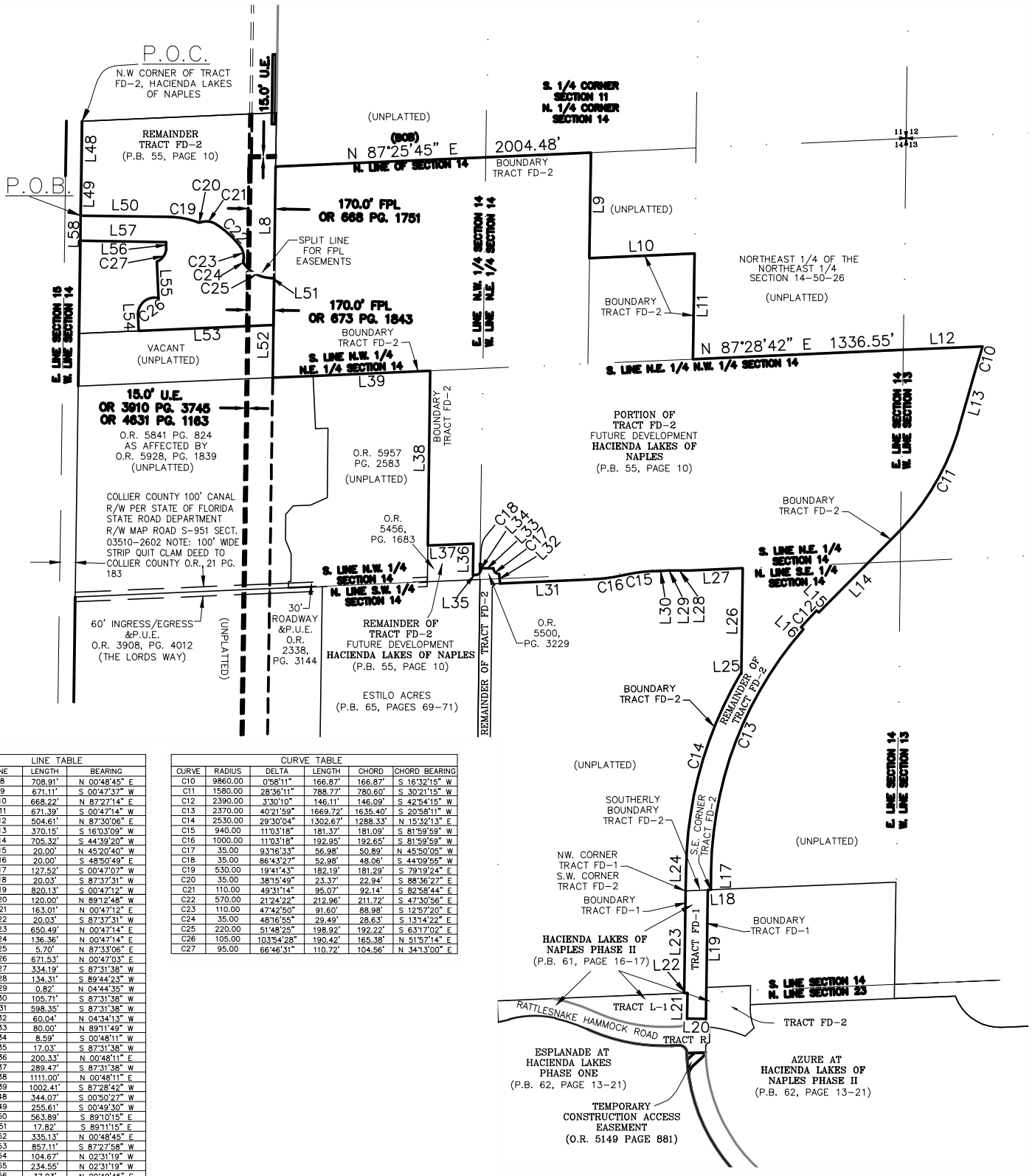
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SHEET: 2 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
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LINE TABLE		
LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.36'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°50'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	545.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C10	9860.00	0°58'11"	166.87'	166.87'	S 16°32'15" W
C11	1580.00	28°36'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 79°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.38'	N 51°57'14" E
C27	95.00	66°46'31"	110.72'	104.56'	N 34°13'00" E

NOTE

ALL INFORMATION PROVIDED IN THE ABOVE TABLES AND SKETCH HAVE BEEN PREPARED BY RHODES & RHODES LAND SURVEYING, INC.

EXHIBIT 2A: SKETCH

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000103.dwg
SHEET: 3 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

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B:\Projects\1284-500 (Hacienda North) CDD\Drawings-Exhibits\1284-500-01 CDD Exhibits\Current Plans\12845000103.dwg

LEGAL DESCRIPTION

BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, ALSO BEING ALL OF TRACT FD-1, HACIENDA LAKES OF NAPLES - PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF SECTIONS 13, 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: SOUTH 00°50'27" WEST, 344.07 FEET; COURSE NO. 2: SOUTH 00°49'30" WEST, 255.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST, A DISTANCE OF 563.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 182.19 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°41'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 79°19'24" EAST, 181.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 23.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 38°15'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 88°36'27" EAST, 22.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 95.07 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 49°31'14" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 82°58'44" EAST, 92.14 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 212.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 21°24'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°30'56" EAST, 211.72 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 91.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47°42'50" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°57'20" EAST, 88.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 29.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 48°16'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 13°14'22" EAST, 28.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 198.92 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 51°48'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 63°17'02" EAST, 192.22 FEET; THENCE SOUTH 89°11'15" EAST, A DISTANCE OF 17.82 FEET TO A POINT OF THE EASTERLY BOUNDARY OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 673, PAGE 1843 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48'45" EAST, ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT, CONTINUING ALONG THE EASTERLY BOUNDARY OF AN EXISTING 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 668, PAGE 1751 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 2: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 3: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 4: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES - PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6: SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.

NOTE

ALL INFORMATION PROVIDED IN THE LEGAL DESCRIPTION ABOVE HAS BEEN PREPARED BY RHODES & RHODES LAND SURVEYING, INC.

EXHIBIT 2B: LEGAL DESCRIPTION

PREPARED FOR:

HACIENDA LAKES OF NAPLES, LLC
7742 ALICO ROAD
FORT MYERS, FLORIDA 33912
PHONE: (239) 208-4079

SECTION:	TOWNSHIP:	RANGE:
14	50S	26E

COLLIER COUNTY, FLORIDA

FILE NAME: 12845000104.dwg
SHEET: 4 OF 11

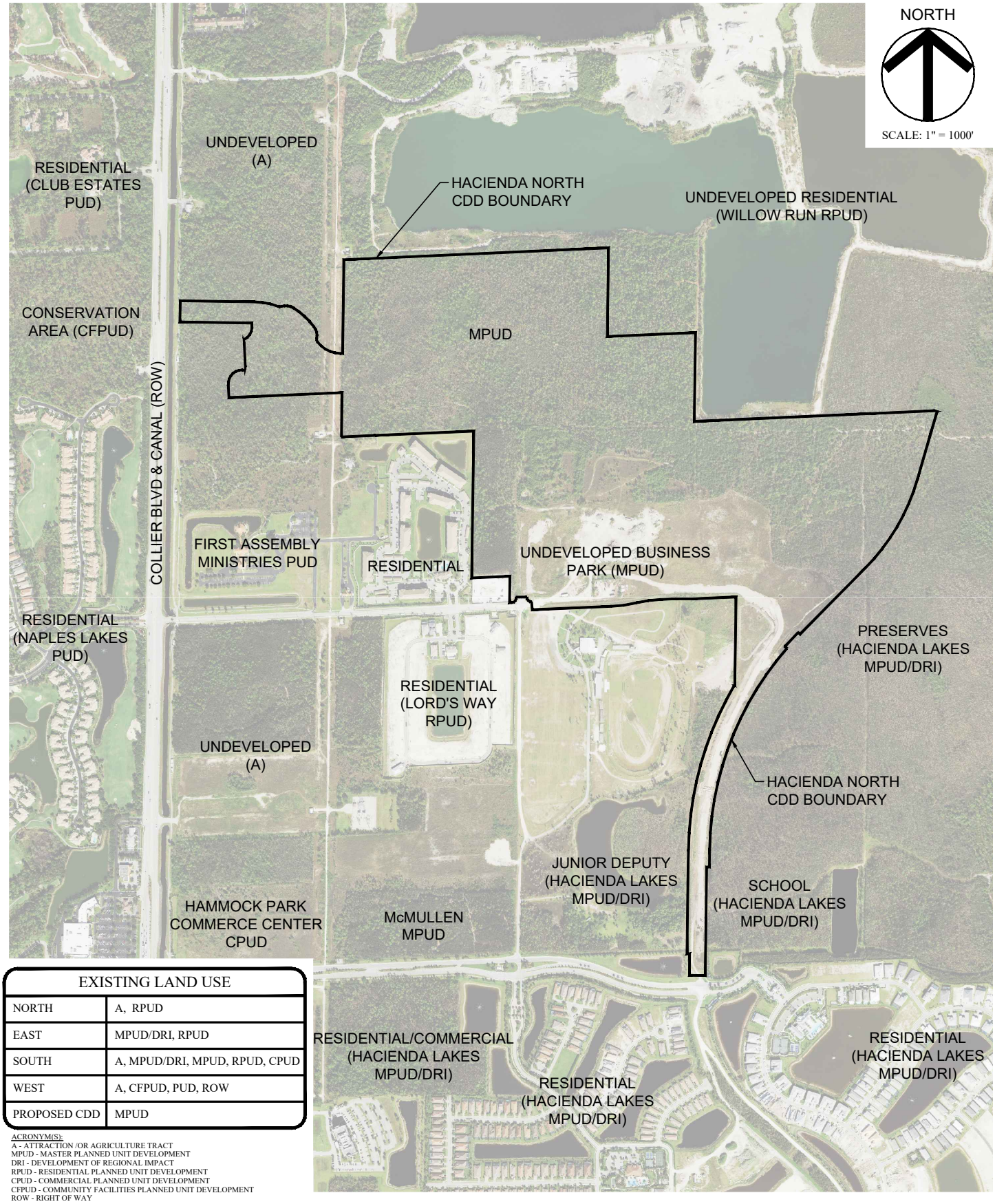
FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

WALDROP ENGINEERING
CIVIL ENGINEERING | PLANNING | LANDSCAPE ARCHITECTURE

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EMAIL: info@waldropengineering.com

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EXISTING LAND USE	
NORTH	A, RPUD
EAST	MPUD/DRI, RPUD
SOUTH	A, MPUD/DRI, MPUD, RPUD, CPUD
WEST	A, CFPUD, PUD, ROW
PROPOSED CDD	MPUD

ACRONYM(S):
A - ATTRACTION /OR AGRICULTURE TRACT
MPUD - MASTER PLANNED UNIT DEVELOPMENT
DRI - DEVELOPMENT OF REGIONAL IMPACT
RPUD - RESIDENTIAL PLANNED UNIT DEVELOPMENT
CPUD - COMMERCIAL PLANNED UNIT DEVELOPMENT
CFPUD - COMMUNITY FACILITIES PLANNED UNIT DEVELOPMENT
ROW - RIGHT OF WAY

EXHIBIT 4: EXISTING LAND USE MAP

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: 13,14,23 TOWNSHIP: 50S RANGE: 26E
COLLIER COUNTY, FLORIDA

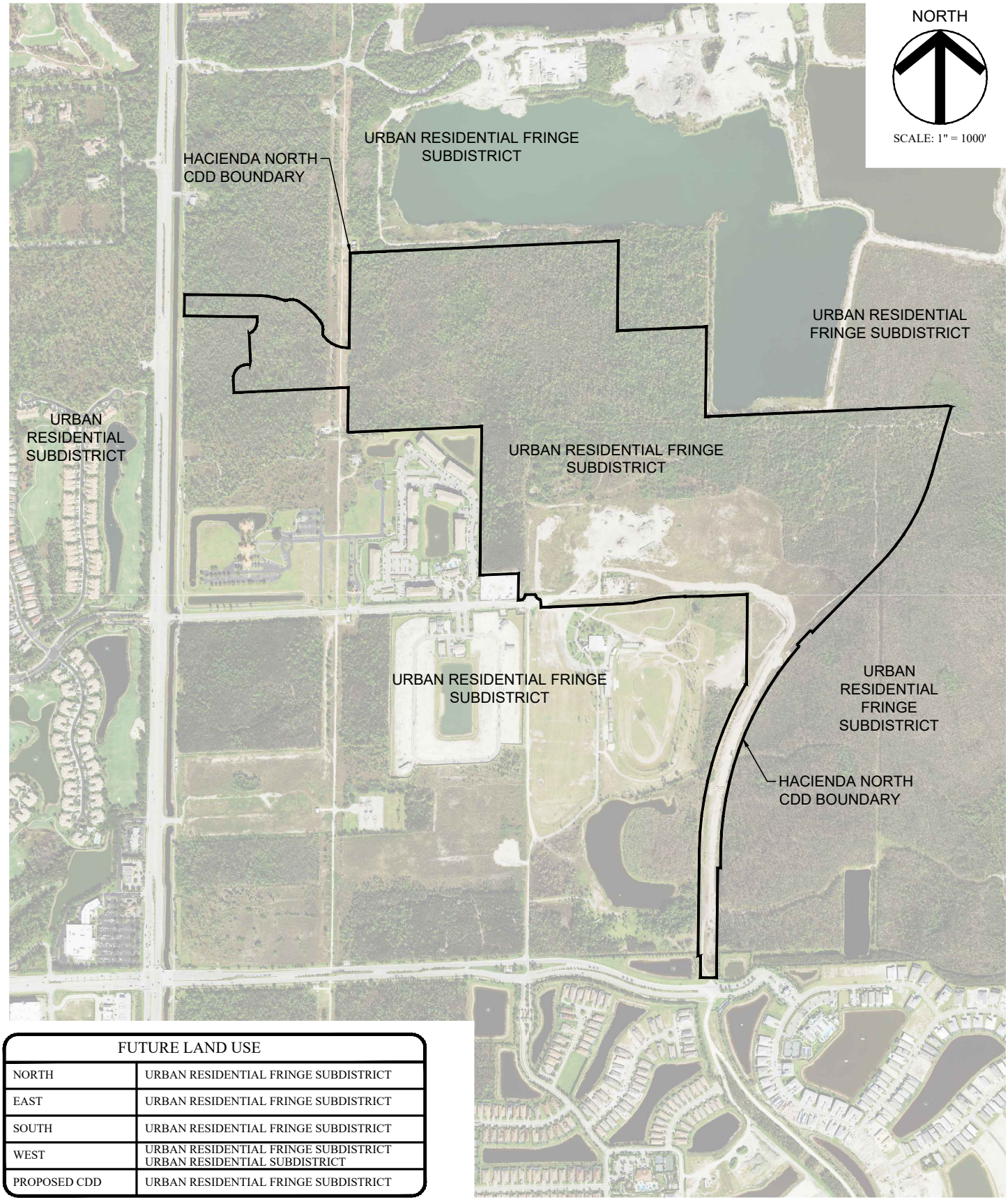
FILE NAME: 12845000105.dwg
SHEET: 5 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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FL LICENSE NO. 66421

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239.405.7777

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FUTURE LAND USE	
NORTH	URBAN RESIDENTIAL FRINGE SUBDISTRICT
EAST	URBAN RESIDENTIAL FRINGE SUBDISTRICT
SOUTH	URBAN RESIDENTIAL FRINGE SUBDISTRICT
WEST	URBAN RESIDENTIAL FRINGE SUBDISTRICT URBAN RESIDENTIAL SUBDISTRICT
PROPOSED CDD	URBAN RESIDENTIAL FRINGE SUBDISTRICT

EXHIBIT 5: FUTURE LAND USE MAP

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000106.dwg
SHEET: 6 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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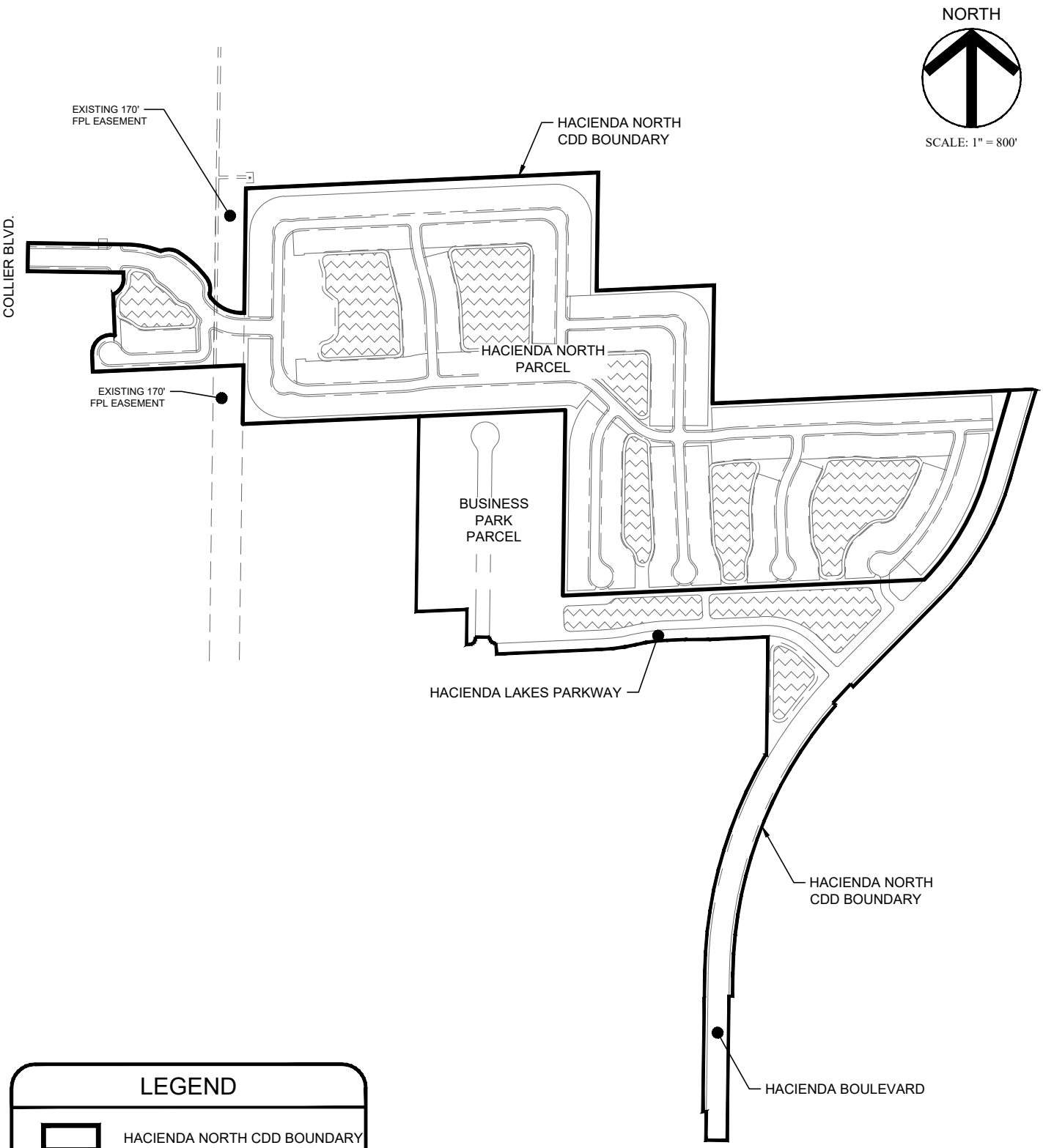


EXHIBIT 6: MASTER SITE PLAN

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000107.dwg
SHEET: 7 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

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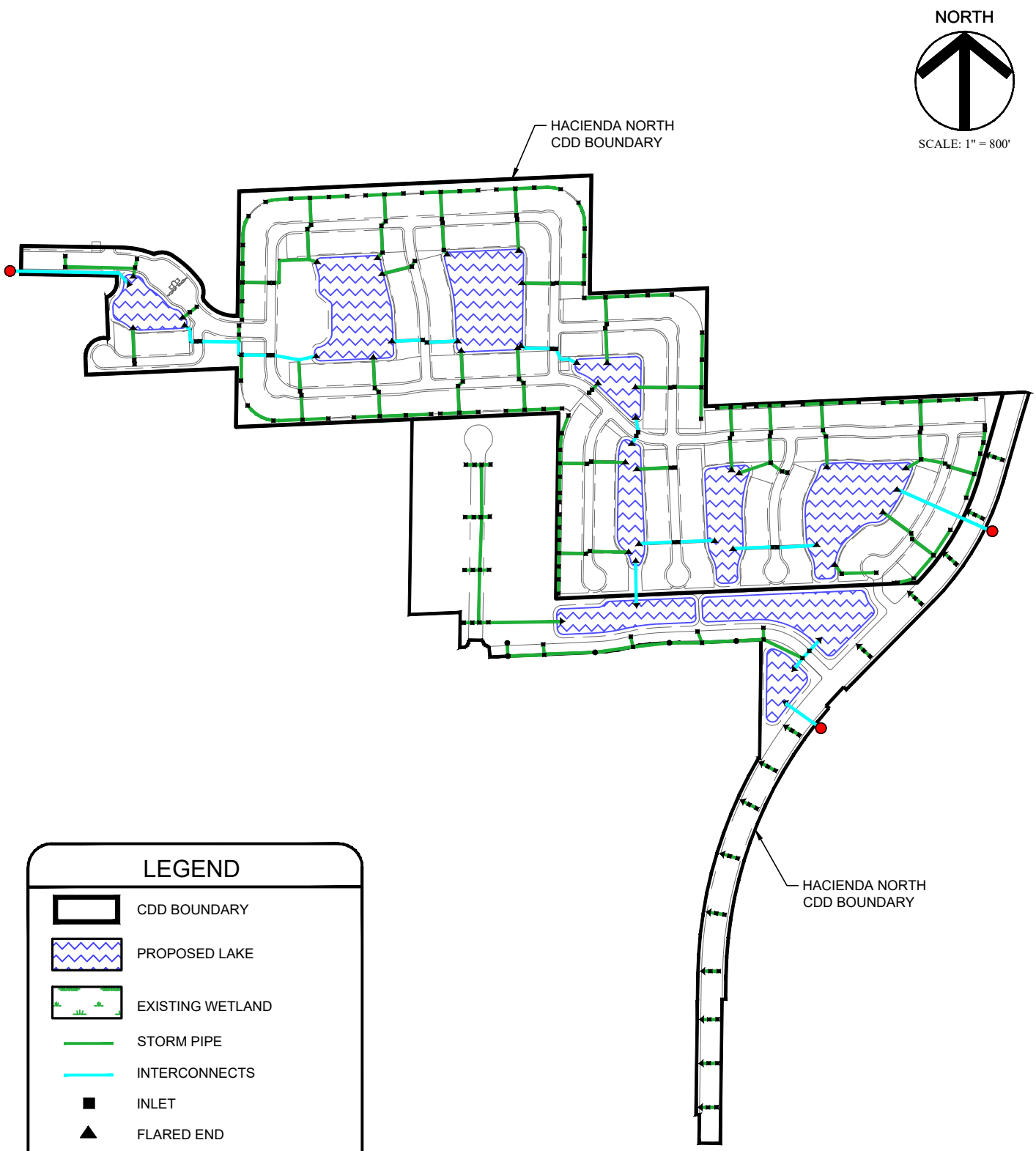


EXHIBIT 6A: STORMWATER PLAN

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000108.dwg
SHEET: 8 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
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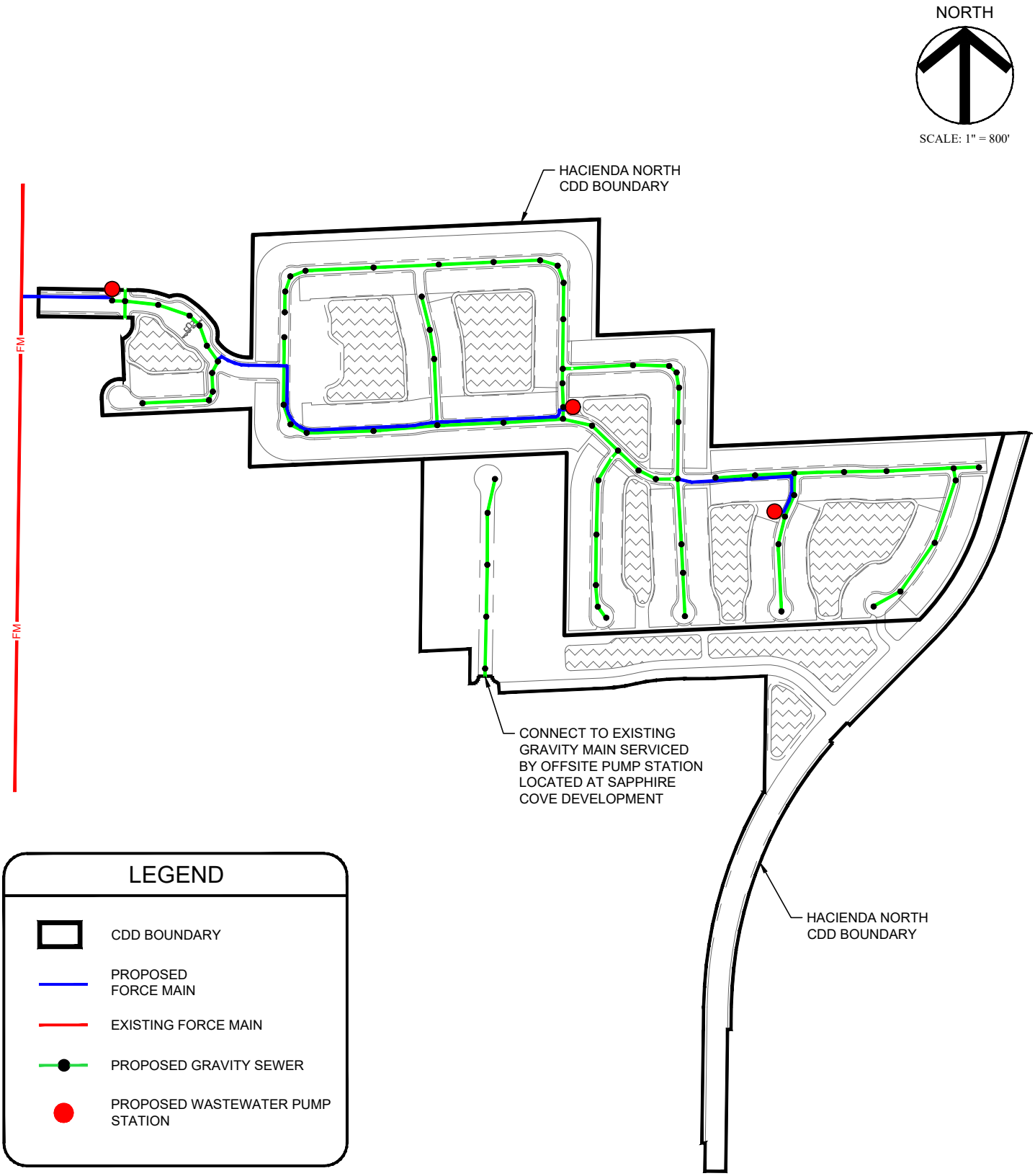


EXHIBIT 6B: WASTEWATER PLAN

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 12845000109.dwg
SHEET: 9 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
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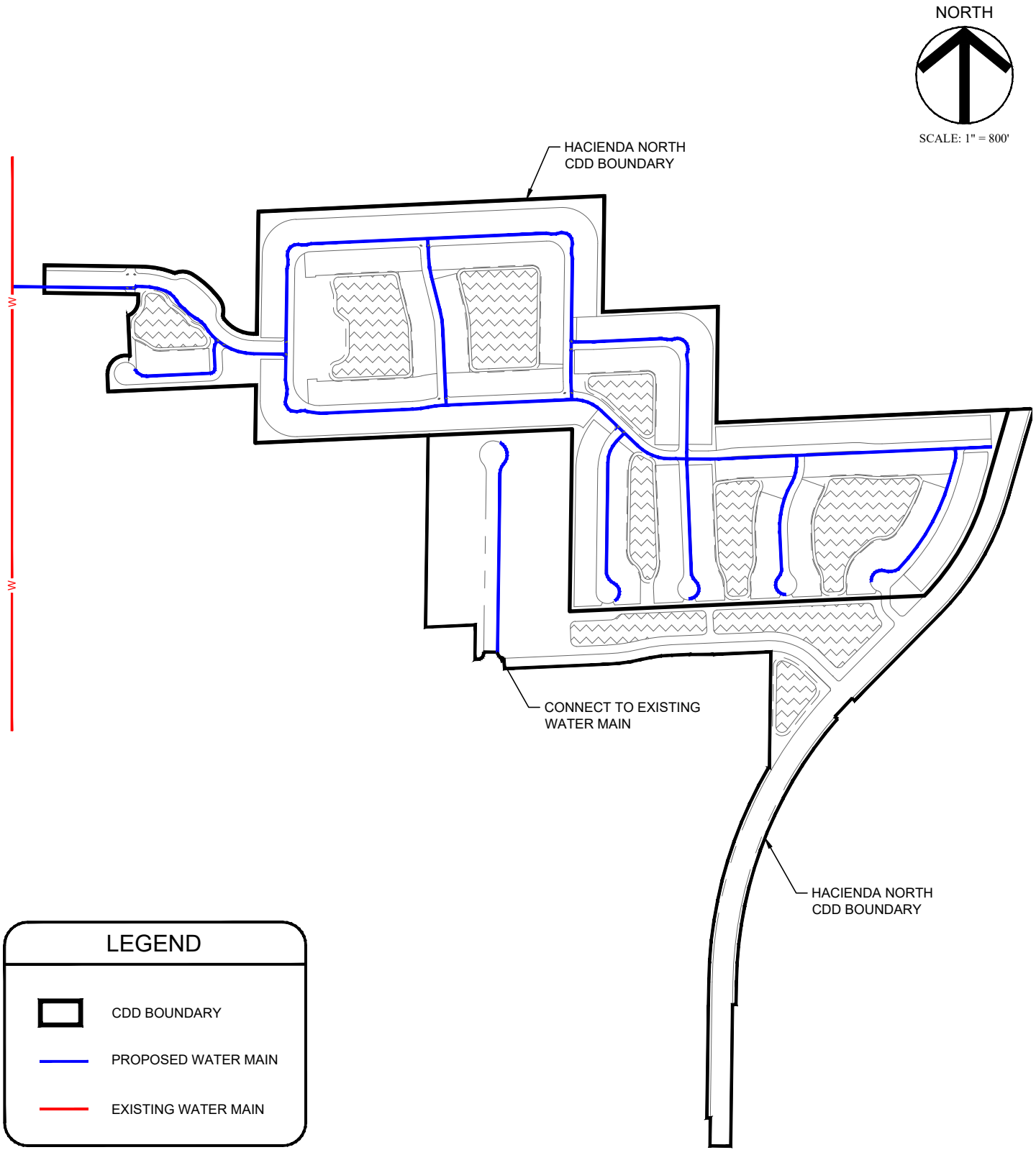


EXHIBIT 6C: POTABLE WATER PLAN

PREPARED FOR:

HACIENDA NORTH CDD
707 ORCHID DRIVE, SUITE 100
NAPLES, FLORIDA 34102
PHONE: (239) 269-1341

SECTION: TOWNSHIP: RANGE:
13,14,23 50S 26E
COLLIER COUNTY, FLORIDA

FILE NAME: 128450000110.dwg
SHEET: 10 OF 11

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

ATWELL
866.850.4200 www.atwell-group.com
28100 BONITA GRANDE DR., SUITE 305
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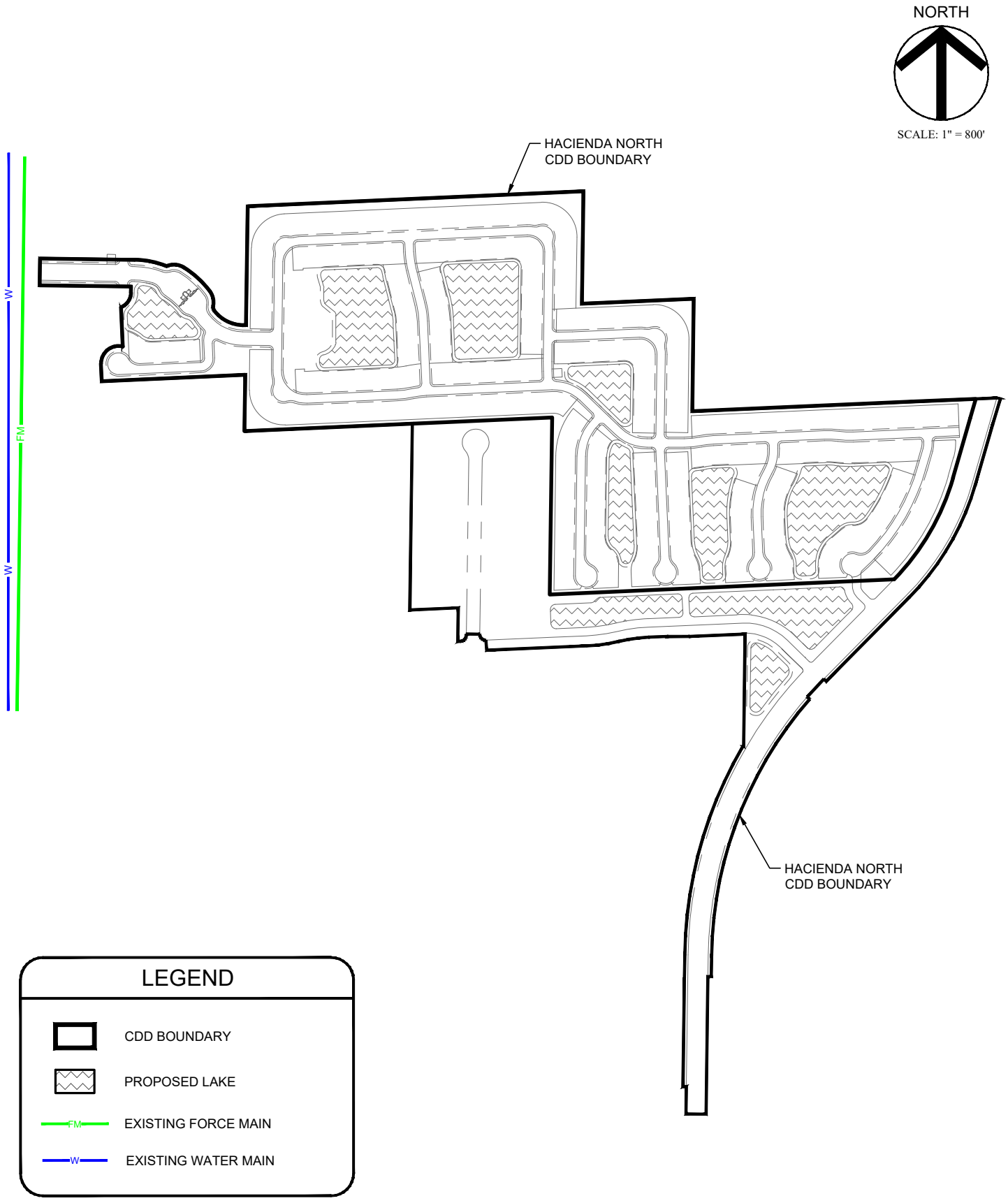


EXHIBIT 7: EXISTING UTILITIES

PREPARED FOR:

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PHONE: (239) 269-1341

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EXHIBIT B

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

MASTER ASSESSMENT METHODOLOGY REPORT

MASTER ASSESSMENT METHODOLOGY REPORT

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

July 13, 2022

Prepared for

Board of Supervisors
Hacienda North Community Development District

Prepared by

Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, FL 34102
REE-I.com



1.0 Introduction

1.1 Purpose

This Master Assessment Methodology Report ("Master Methodology") provides a Master Assessment Methodology for the Hacienda North Community Development District ("District"). The Master Methodology described herein has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the infrastructure systems and facilities constituting enhanced use and increased enjoyment of the property; and (2) apportion the special benefits on a basis that is fair and reasonable. The District has adopted a Capital Improvement Plan ("Improvement Plan" or "CIP") that will allow for the development of property within the District. The District plans to fund the CIP through a combination of debt financing with the proceeds of bonds payable from special assessments, and contributions of components of the CIP by the Developers and other parties, or combinations of the foregoing.

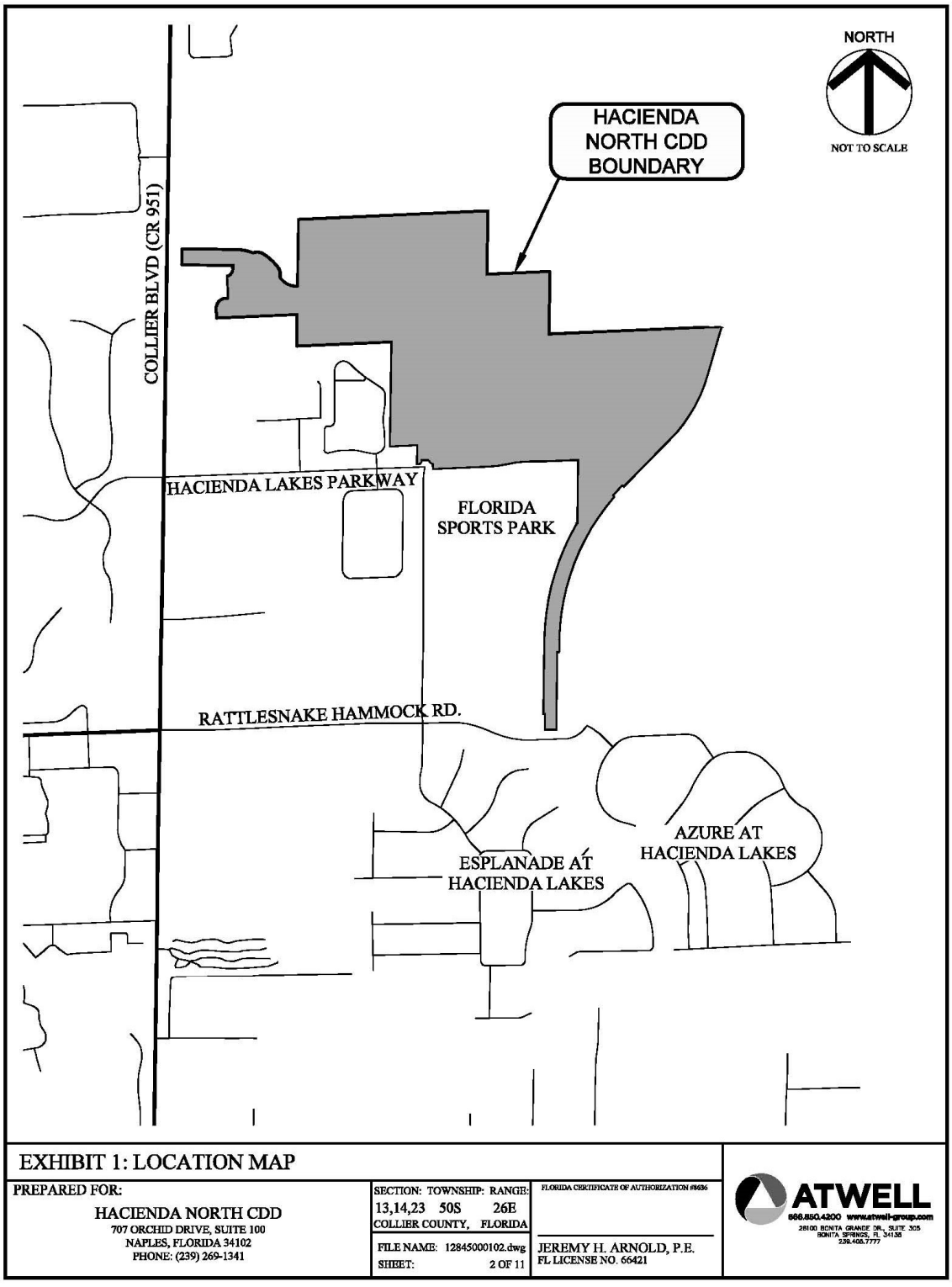
The principal and interest on any debt issued by the District is intended to be repaid from the proceeds of non-ad valorem special assessments will constitute liens, co-equal with the liens of State, County, municipal and school board taxes, against properties within the boundary of the District that receive special benefits from the CIP. The Master Methodology herein is intended to set forth a framework to apportion the special and peculiar benefits from the portions of the CIP financed with the proceeds of bonds payable from and secured by non-ad valorem special assessments (the "Assessments") imposed and levied on the developable properties within the District.

This Report is designed to conform to the requirements of the Florida Constitution, Chapters 170, 190 and 197, F.S. with respect to the Assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The Hacienda North development ("Development") is +/-197.82-acres within the existing Hacienda Lakes DRI/PUD ("PUD") with frontage on Collier Boulevard in Collier County, Florida. The Hacienda North Community Development District covers the +/-197.82 acres of the Development (See Location Map – Exhibit 1 on the next page). The District was formed on June 14, 2022 by Ordinance 2022-21 by the Collier County ("County") Board of County Commissioners, which Ordinance became effective June 17, 2022. The development is expected to be developed by Toll FL XIII Limited Partnership and Hacienda Lakes of Naples, LLC ("Developers")

Exhibit 1 – Hacienda North CDD Location Map



Based upon information provided by the Developers, the development plan ("Development Program") includes up to 229 single-family detached residential units of varying homesite sizes; up to 184 attached twin villas, 140,000 square feet of business park uses, a proposed amenity; stormwater management systems; utility infrastructure; irrigation facilities; landscaped roadways; a landscaped entry; and perimeter walls and landscape berms.

Table 1 below outlines the proposed Hacienda North Development Program within the District.

Table 1. Proposed Hacienda North Development Program

Product Type	Units
Twin Villas	184
52' Lots	108
59' lots	76
77' Lots	45
Total Residential	413

Commercial Type	Square Feet
Business Park	140,000
Total Commercial	140,000

Source: Developers

1.3 Scope of Report

The CIP and therefore the financing of the components thereof have been estimated by the District Engineer based upon good faith estimates provided by the Developers for the Development. Accordingly, there can be no assurance on the date hereof that such costs are attainable. Moreover, it is not possible at this time to contemplate the entirety of the Development with any particularity. Therefore, the estimated par value of bonds required will likely change. This Report is intended to establish a maximum benefit (unless altered by subsequent proceedings) based upon current knowledge and to establish a framework for subsequent supplemental assessment reports which will detail with greater specificity the apportionment of Assessments relative to the amount of debt actually issued.

Florida Statutes permit the District to establish separate phased units, which presumably will differ not only on the timing of their development, but also based upon the composition of the uses of property within each area and the differences in the special and peculiar benefits that each use receives. If and when the District issues bonds or other debt instruments to finance infrastructure one or more supplemental reports will be devised which will describe the specific size and terms of the bonds or other debt being issued and will allocate such debt to the properties to be assessed consistent with this Master Methodology.

2.0 Finance Plan

2.1 Master Development Program

As noted, the Developers are developing the property within the District. The Developers will develop the land in preparation for selling parcels to third party builders who in turn will sell homesites to third-party end-users. The Hacienda North Development Program within the District is detailed in Table 1. The Development Program is based upon the current development plan for the lands in the District provided by the Developers and is consistent with the approved land uses and densities set forth in the PUD.

2.2 Capital Improvement Program

Atwell, LLC (the "District Engineer") has identified certain infrastructure improvements that may be provided by the District and has provided a cost estimate for the District's CIP. The CIP is detailed in the Master Engineer's Report for Hacienda North Community Development District dated July 2022 as prepared by the District Engineer.

The CIP consists of earthwork, preserve and wastewater management; utilities; roadways; landscape, signing and lighting; professional services permitting and misc. costs; and contingency (the "Master Infrastructure Improvements").

Table 2 on the next page summarizes the costs associated with the proposed Master Infrastructure Improvements.

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Table 2. Capital Improvement Plan for Hacienda North CDD.

Capital Improvement	Total
Professional & Permit Fees	$2,685,833.25
Earthwork for Stormwater Management	2,563,675.20
Roadways	2,120,850.00
Off-Site Road Improvements	3,918,600.00
Drainage Systems	2,834,699.00
Sanitary Sewer Systems	4,326,689.50
Potable Water Systems	1,975,893.00
Perimeter Walls	818,830.00
Perimeter Landscaping	1,619,980.00
Total Capital Improvement Program	$22,865,049.95

Source: District Engineer's Report, June 2022

2.3 Bond Requirements

The District intends to finance all or a portion of the CIP by issuing capital improvement bonds. These bonds will be issued in one or more series. A number of items comprise the final par bond requirements. These items may include but are not limited to capitalized interest, a debt service reserve fund, underwriter's discount, and issuance costs. For purposes of this Master Methodology, allowances have been estimated for such items.

As the finance plan is implemented a supplemental report detailing the particulars of each specific bond issue will detail the terms, interest rates, and costs associated with a specific series of bonds, the level of funding for the construction/acquisition account, the capitalized interest account, the debt service reserve fund account, as well as the underwriter's discount, and issuance costs. Table 3 on the next page shows an estimate of the par amount of bonds required to fund the CIP.

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Table 3. Estimated Hacienda North CDD Bonds Par Amount.

Average Coupon Interest Rate:	7.00%
Term:	30 Years
Capitalized Interest Term:	3 years
Debt Service Reserve Fund Term:	1Year
Maximum Annual Debt Service (MADS)	$2,697,100.00
Underwriter Discount	2.00%
Sources	
Par Amount	$33,785,000.00
Uses	
Construction / Acquisition Fund	22,865,049.95
Debt Service Reserve Fund	2,697,100.00
Capitalized Interest Fund	7,094,850.00
Underwriter's Discount	675,700.00
Cost of Issuance	450,000.00
Rounding	2.300.05
Check:	$33,785,000.00

Source: MBS Capital Markets LLC & Methodology Consultant.

3.0 Assessment Methodology

3.1 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be levied, imposed and collected as co-equal first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

3.2 Structure – Master Infrastructure Improvements

Special and peculiar benefits flow as a logical connection to the property from the systems, facilities and services provided as a logical consequence to the property within the boundary of the District. These special benefits are peculiar to the acreage and later down to the actual platted units or parcel. The special benefits that justify imposing the assessment on the acreage include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums when levied on the various platted units or parcels of property.

3.3 Initial Apportionment of Benefits on an Acreage Basis

Initially, the District is comprised of a bundle of undeveloped acres with the potential for development pursuant to, and consistent with, the PUD, but upon the acquisition, construction, installation, equipping operation and maintenance of certain infrastructure. The District's CIP identifies the Master Infrastructure Improvements needed for the Development pursuant to the PUD. Therefore, initially, there is a system of interlinked improvements necessary in order to develop each developable acre within the District, and, because the specific development cannot be initially determined on any one acre of land, each acre of land is benefited equally.

This "proportionate per acre" special benefit from the systems and facilities constituting the components of the CIP is illustrated by the fact that if all of the land were sold in its undeveloped state, its value to a willing buyer would be as a whole and would include the value of the land with development rights from the PUD, adjusted for the cost of development (of which the CIP would be a significant component) and further adjusted for parcel-specific development costs. Thus, each acre would be valued equally since, until development of the property takes place, development could presumably occur on any one acre as on any other. These special benefits are peculiar to the acres of property within the District, are assessed and imposed equally.

In the case of the District, the "proportionate per acre" special benefit is $170,785.71 (exclusive of costs of collection and statutory early payment discounts). That calculation is shown in Table 4 below.

Table 4. Hacienda North CDD Apportionment per Acre Special Benefit.

Acres in CDD:	197.82
Par Amount:	$33,785,000.00
Debt per Acre:	$170,785.71

Source: Methodology Consultant.

The foregoing discussion demonstrates that the systems, facilities and services

constituting the CIP result in special benefits peculiar to the property, whether the property is in acreage or in platted parcels. Such special and peculiar benefits include roadways, potable water, wastewater, irrigation, earthwork & clearing, stormwater management, landscaping berming and offsite improvements. The dollar amount of these special and peculiar benefits is not known but is capable of being computed with mathematical certainty in the future. As of the date of this Report, the maximum dollar amount of the special assessment levy per acre is $170,785.71.

3.4 Assignment of Assessments to Platted Lands

It is useful to consider three broad states or conditions of development within the District. The initial condition is the “unplatted state”. At this point infrastructure may or may not be installed but in general, home sites or other development units have not been defined and all of the developable land within the District is considered unplatted acreage (“Unplatted Acres”). In the unplatted state, all of the lands within the District receive benefit from the components of the financed CIP and assessments would be imposed upon all of the land within the District on an equal acre basis to repay the bonds.

The second condition is the interim or “approved state”. At this point, a Developers would have received approval for a site development plan from the County or the Developers could have sold property and transferred entitlements to an unrelated third-party via contract or deed. By virtue of the County granting an approval for its site development plan for a neighborhood or non-residential land, certain development rights are committed to and peculiar to that neighborhood or non-residential land (or the Developers transferring entitlements), thereby changing the character and value of the land. The new character and value in the land enhances the capacity of the Unplatted Acres within a neighborhood or non-residential land with the special and peculiar benefits flowing from components of the District’s CIP.

Development enters its third state as property is platted. Land becomes platted property (“Platted Property”) when single family units are platted (or condominiumized by the recording of a declaration of condominium document) or non-residential land uses receive a building permit and a separate tax parcel identification number is issued for such parcel. At this point, and only at this point, is the use and enjoyment of the property fixed and determinable and it is only at this point that the ultimate special and peculiar benefit can be determined flowing from the components of the CIP peculiar to such platted parcel. At this point, a specific apportionment of the Assessment per unit will occur.

This apportionment of benefit in such supplemental methodology report shall be based on accepted practices for the fair and equitable apportionment of special and peculiar benefits in accordance with then applicable law and the procedure for the imposition, levy and collection of non-ad valorem special assessments as set forth in Florida Statutes and in conformity with the Constitution and law of the State applicable to such Assessments.

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4.0 Par Debt and Assessment Determination

4.1 The Par Debt and Assessment Determination Process

Determining the par debt and assessments per product type begins by identifying all of the properties within the District Boundaries that are receiving benefit from the District's CIP. The properties receiving benefit were previously identified in Table 1.

The second element in the par debt and assessment determination process is allocating the CIP into benefit determination categories and that will be assessed to the benefitting properties.

The Consultant reviewed the District's CIP to ascertain benefit determination categories. The CIP was reviewed line item by line item and categorized accordingly. There are four (4) categories of benefit measurement used to determine the amount of the line-item expense to be used in the assessment calculations.

The District's benefit purposes are the management of the roadways, the water management system, other CIP categories (off-site improvements, sanitary sewer and potable water systems), and an equal benefitting category (perimeter walls and landscaping).

The CIP professional and permit fees category has been allocated to the roadway, water management system, all other CIP and equal benefit categories based on the percentage each category is to the total CIP less the professional and permitting fees category total.

The Consultant categorized the Budget into four (4) formal fundamental benefit categories; Roadways benefit category, Water Management category benefit, All Other CIP Benefit category and Equal Benefit category in order to calculate the benefit received from each category. Those categories are shown in Table 5 on the next page.

TABLE 5. Hacienda North CDD Pre-Financed CIP Categorized by Benefit

CIP CATEGORY	TOTALS	ROADWAYS	WATER MGMT.	ALL OTHER CIP	EQUAL BENEFIT
Professional & Permit Fees	$2,685,833.25	$282,282.98	$718,518.12	$1,360,429.01	$324,603.13
Earthwork for Stormwater Management	2,563,675.20		2,563,675.20		
Roadways	2,120,850.00	2,120,850.00			
Off-Site Road Improvements	3,918,600.00			3,918,600.00	
Drainage Systems	2,834,699.00		2,834,699.00		
Sanitary Sewer Systems	4,326,689.50			4,326,689.50	
Potable Water Systems	1,975,893.00			1,975,893.00	
Perimeter Walls	818,830.00				818,830.00
Perimeter Landscaping	1,619,980.00				1,619,980.00
	22,865,049.95	$2,403,132.98	$6,116,892.32	$11,581,611.51	$2,763,413.13

Source: District Engineer's report, June 2022.and Methodology Consultant

The Developers are interested in establishing the CIP benefit for the business park parcel and offsetting that benefit with capital improvements that are not being financed by the District. To determine the business park CIP benefit, the Methodology Consultant must first run the CIP by category and before financing through the benefit determination process.

With the product types identified and the budget allocation defined, the Methodology Consultant next determines the benefit measurement factor by product type for each benefit measurement category.

All four (4) categories are measured by the following benefit measurements. For Roadways, trip pass-by factors from the Institute of Traffic Engineers ("ITE") are used. Water management benefit is measured by the pervious/impervious surfaces measured by product type (residential and business park). For the All Other CIP category, an Equivalent Assessment Unit based on residential unit size is utilized. The businee park EAU total is calculated by dividing the total square feet (140,000 square feet) by the average residential unit size (3,000 square feet). Finally, for the Equal Benefit category, each residential unit is given one (1) EAU and the business park parcel is given a one (1) EAU for each average unit size (3,000 square feet) divided into the total business park square feet (140,000 square feet).

As noted above, the roadways maintenance benefit is being determined by using the ITE trip pass-by factors from the 10th Edition of the Institute of Traffic Engineers Trip Generation Handbook.

The water management benefit basis is the calculation of water runoff into the water management system. That calculation involves measuring the percentage of pervious and impervious acreage from each development plan category that impacts the water management system. The pervious and impervious areas of the proposed product types were measured from a typical unit in Toll Brothers Azure neighborhood at Hacienda Lakes. A percent of impervious areas for each product type is used to determine the number of impervious acres by product type.

The business park parcel is given an average impervious percentage based on pervious/impervious measurements from comparable parcels nearby on Collier Boulevard.

An equivalent assessment unit is used for the All Other CIP category. That equivalent assessment unit is based on using a one (1) EAU for the 59-foot homesite shown in Table 1 and a proportionate EAU assigned to the other product categories based on the size of the homesite. The business park parcel EAUs are calculated by dividing the 140,000 square feet by an average size unit (3,000 square feet).

Each benefitting property receives one (1) Equivalent Assessment Unit ("EAU") for the Equal Benefitting category since they all benefit equally from this category. Again, the business park parcel EAUs were calculated by dividing the 140,000 square feet by an average size unit (3,000 square feet).

Table 6 below shows the product types and their benefit measurement factors.

TABLE 6. Hacienda North CDD Benefit Measurement Factors

Product Type	Units/Sq.Ft.	Trips	Water Mgmt. Acres	Other CIP Items (EAUs/Unit)	Equal Benefit EAUs
Twin Villas	184	9.44	11.04	0.7	184.00
52' Lots	108	9.44	15.23	0.85	108.00
59' lots	76	9.44	13.22	1	76.00
77' Lots	45	9.44	10.22	1.25	45.00
Business Park*	140,000	12.44	9.80	46.67	46.67
Totals			59.51		459.67

* - Unit square feet divided by 1,000 per ITE.

Source: Institute of Traffic Engineers Trip Generation Manual, 10th Edition and Methodology Consultant

4.2 ASSESSMENT DETERMINATION

There are four (4) assessment calculations that when added together, will ultimately determine the CIP debt service assessment for each benefitting property within District boundaries. The four (4) assessment calculations are the trip generation method for the roadway expenses, the pervious/impervious runoff method for the water management expenses, the EAU method for all other CIP items and an Equal EAU method for the Equal Benefit category.

Roadway CIP

The roadway CIP is benefitting all properties in District. Using the ITE trip generation rates previously shown in Table 6, Table 7 below shows the number of daily trips that are generated by product type using the ITE trip generation multipliers for all product types in the District along with the allocation of the Roadway CIP as financed.

TABLE 7. Hacienda North CDD Trip Generation Calculations

Product Type	Units/Sq.Ft.	Sq. Ft. / 1,000	Trips	Total Trips	Percent Trips	Roadway Allocation
Twin Villas	184		9.44	1,736.96	30.80%	$740,054.80
52' Lots	108		9.44	1,019.52	18.08%	$434,379.99
59' lots	76		9.44	717.44	12.72%	$305,674.81
77' Lots	45		9.44	424.80	7.53%	$180,991.66
Business Park*	140,000	140	12.44	1,741.60	30.88%	$742,031.73
Totals				5,640.32	100.00%	$2,403,132.98

* - Unit square feet divided by 1,000 per ITE.

Source: Institute of Traffic Engineers Trip Generation Manual, 10th Edition and Methodology Consultant

Water Management CIP

The next step is to calculate the water management assessment for each product type in the District. The water management benefit basis is determined by the calculation of water runoff into the water management system. That calculation involves measuring the percentage of pervious and impervious acreage from each development plan category that impacts the water management system.

As noted earlier, the pervious and impervious areas of the proposed product types are measured from a typical unit in Toll Brothers Azure neighborhood at Hacienda Lakes. A percent of impervious areas for each product type is used to determine the amount of impervious acres by product type.

The business park parcel is given an average impervious percentage based on like parcels nearby on Collier Boulevard.

Table 8 below shows the impervious acres used to allocate the water management CIP as financed.

TABLE 8. Water Management Impervious Surface Calculations

Product Type	Units/Sq.Ft.	Water Mgmt. Acres	Percent Acres	Water Mgmt. Allocation
Twin Villas	184	11.04	18.55%	$1,134,832.73
52' Lots	108	15.23	25.59%	$1,565,329.06
59' lots	76	13.22	22.22%	$1,359,332.25
77' Lots	45	10.22	17.17%	$1,050,028.65
Business Park	140,000	9.80	16.47%	$1,007,369.63
Totals		59.51	100.00%	$6,116,892.32

Source: Collier County Property Appraiser Measurements and Consultant

ALL OTHER CIP

An equivalent assessment unit is used for the All Other CIP category. That equivalent assessment unit is based on using a one (1) EAU for the 59-foot lot shown in Table 1 and a proportionate EAU assigned to the other product categories based on the size of the lot as shown in Table 6. The business park parcel EAUs are calculated by dividing the 140,000 square feet by an average size unit (3,000 square feet).

The total number of EAUs are calculated by multiplying the total units by product type and the EAUs by unit. The percentage of EAUs by product type is determined and then the Other CIP amount is multiplied by those percentages to obtain the Other CIP Allocation by product type as shown in Table 9 below.

TABLE 9. All Other CIP Calculations

Product Type	Units/Sq.Ft.	Other CIP Items (EAUs/Unit)	Total EAUs	Percent EAUs	Other CIP Allocation
Twin Villas	184	0.7	128.8	32.24%	$3,733,790.57
52' Lots	108	0.85	91.8	22.98%	$2,661,195.45
59' lots	76	1	76.0	19.02%	$2,203,168.35
77' Lots	45	1.25	56.3	14.08%	$1,630,634.47
Business Park	140,000	46.67	46.7	11.68%	$1,352,822.67
Totals			399.5	100.00%	$11,581,611.51

Source: Methodology Consultant

EQUAL BENEFIT

The Equal Benefit category is the last category to be apportioned to the various properties in the District. The Equal Benefit CIP includes such items as the perimeter wall and the perimeter landscaping. All properties benefit equally from these services so therefore each benefitting property receives one (1) Equivalent Assessment Unit (”EAU”) and the business park parcel receive one (1) EAU for each 3,000 square feet of business park development.

Like the roadway/landscape and water management assessments, the next step is to total the number of EAUs in the District and calculate a percentage of EAUs by product type in relation to the total EAUs in the District. Then the Equal Benefit CIP amount of $2,763,413.13 is multiplied by each percentage to apportion that CIP item among the product types.

Finally, the apportioned budget amount is divided by the number of product type units to arrive at the water management assessment as shown in Table 10 below.

TABLE 10. Equal Benefit CIP Calculations

Product Type	Units/Sq.Ft.	Equal Benefit EAUs	Percent EAUs	Equal Benefit Allocation
Twin Villas	184	184.00	40.03%	$1,106,166.82
52' Lots	108	108.00	23.50%	$649,271.83
59' lots	76	76.00	16.53%	$456,894.99
77' Lots	45	45.00	9.79%	$270,529.93
Business Park	140,000	46.67	10.15%	$280,549.56
Totals		459.67	100.00%	$2,763,413.13

Source: Methodology Consultant

TOTAL CIP BENEFITS

Once the measurements are applied to each residential and the business park parcel in the District, a total pre-financed CIP benefit amount is determined for each product type by totaling the four (4) CIP categories as shown in Table 11 below.

TABLE 11. Total CIP Calculations by Product Type

Product Type	Units/Sq.Ft.	Roadway Allocation	Water Mgmt. Allocation	Other CIP Allocation	Equal Benefit Allocation	Total CIP Allocation
Twin Villas	184	$740,054.80	$1,134,832.73	$3,733,790.57	$1,106,166.82	$6,714,844.92
52' Lots	108	$434,379.99	$1,565,329.06	$2,661,195.45	$649,271.83	$5,310,176.33
59' lots	76	$305,674.81	$1,359,332.25	$2,203,168.35	$456,894.99	$4,325,070.40
77' Lots	45	$180,991.66	$1,050,028.65	$1,630,634.47	$270,529.93	$3,132,184.71
Business Park	140,000	$742,031.73	$1,007,369.63	$1,352,822.67	$280,549.56	$3,382,773.59
Totals		$2,403,132.98	$6,116,892.32	$11,581,611.51	$2,763,413.13	$22,865,049.95

Source: District Engineer’s report, July 2022.and Methodology Consultant

REAL PROPERTY CONTRIBUTIONS

In order to implement the District's CIP, it is in the District's best interest to obtain certain parcels of real property and non-financed elements of the CIP. The cost of acquiring such property is incorporated and documented in the Supplemental Engineer's Report of project costs. The owner of the necessary real property and non-financed real property agrees to transfer title for such property to the District in return for a reduction or corresponding credit to special assessments to be levied upon the benefiting business park parcel retained by the landowner/Developers.

The value of the non-District financed CIP assets needing to be transferred to the District is $3,382,773.59 as shown in Table 11's business park parcel's total CIP allocation column. Therefore, that amount would become a credit to the project cost to extinguish anticipated liens for the business park parcel.

5.0 CALCULATION OF POST REAL PROPERTY CONTRIBUTION ASSESSMENTS

The prior calculations determined the non-District financed real property contributions required to extinguish anticipated liens for the business park parcel. Next, the calculation of the par debt and annual assessment per unit needs to be calculated on the assessable properties in the District. To determine those par debt and assessment amounts, the Methodology Consultant utilized the same CIP allocations and benefit calculations that are previously shown in Tables 7 through 10. The CIP totals by benefit shown in Table 5 need to be shown as financed and is shown in Table 12 below.

TABLE 12. Total Pre and Post Financed CIP by Benefit

CIP CATEGORY	TOTALS	ROADWAYS	WATER MGMT.	ALL OTHER CIP	EQUAL BENEFIT
Pre-Financed CIP from Table 5	$22,865,049.95	$2,120,850.00	$5,398,374.20	$10,221,182.50	$2,438,810.00
Financed CIP Total from Table 3	$33,785,000.00	$3,550,827.48	$9,038,213.68	$17,112,787.67	$4,083,171.17

Source: District Engineer's report, June 2022.and Methodology Consultant

The financed CIP is next allocated by benefit and product type. The allocation methodology detail is shown in previous Tables 7 through 10. Those allocations by product type and benefit establish the maximum par debt per unit as shown in Table 13 on the next page.

TABLE 13. Total Financed CIP by Benefit and Par Debt per Unit

Product Type	Units/Sq.Ft.	Roadway Allocation	Water Mgmt. Allocation	Other CIP Allocation	Equal Benefit Allocation	Total Par Debt Allocation	Par Debt Per Unit/Sq. Ft.
Twin Villas	184	$1,093,492.09	$1,676,809.10	$5,516,983.99	$1,634,452.85	$9,921,738.03	$53,922.49
52' Lots	108	$641,832.31	$2,312,902.98	$3,932,136.10	$959,352.76	$7,846,224.16	$72,650.22
59' lots	76	$451,659.78	$2,008,525.68	$3,255,363.22	$675,100.09	$6,390,648.77	$84,087.48
77' Lots	45	$267,430.13	$1,551,504.07	$2,409,397.12	$399,730.32	$4,628,061.64	$102,845.81
Business Park	140,000	$1,096,413.17	$1,488,471.84	$1,998,907.24	$414,535.14	$4,998,327.40	$35.70
Totals		$2,454,414.31	$9,038,213.68	$17,112,787.67	$4,083,171.17	$33,785,000.00	

Source: District Engineer's report, July 2022, MBS Capital Markets LLC .and Methodology Consultant

Finally, the Maximum Annual Debt Service ("MADS") as shown in Table 3 ($2,697,100.00) is allocated by benefit and product type to determine the maximum annual assessment by product type. Again, the allocation methodology detail is shown in previous Tables 7 through 10. Those allocations by product type and benefit establish the maximum par debt per unit as shown in Table 14 below.

TABLE 14. Maximum Annual Debt Service by Unit

Product Type	Units/Sq.Ft.	Roadway Allocation	Water Mgmt. Allocation	Other CIP Allocation	Equal Benefit Allocation	Total MADS	MADS per Unit/Sq. Ft.	Gross MADS per Unit/Sq. Ft.*
Twin Villas	184	$87,294.88	$133,861.83	$440,427.93	$130,480.47	$792,065.11	$4,304.70	$4,653.73
52' Lots	108	$51,238.30	$184,642.02	$313,907.48	$76,586.36	$626,374.17	$5,799.76	$6,270.01
59' lots	76	$36,056.58	$160,343.19	$259,879.83	$53,894.11	$510,173.71	$6,712.81	$7,257.09
77' Lots	45	$21,349.29	$123,858.57	$192,345.27	$31,910.99	$369,464.11	$8,210.31	$8,876.01
Business Park	140,000	$87,528.07	$118,826.62	$159,575.34	$33,092.87	$399,022.90	$2.85	$3.08
Totals		$195,939.05	$721,532.22	$1,366,135.85	$325,964.81	$2,697,100.00		

** - MADS grossed up 7.5% to account for collection costs and early payment discount.*

Source: District Engineer's report, July 2022, MBS Capital Markets LLC .and Methodology Consultant

The par debt and assessments represent the special and peculiar benefit each property receives as a logical connection from the systems and services constituting maintenance and operations of the District's capital improvements. The par debt and assessments are also fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed and they are measured with mathematical certainty by using professionally acceptable measuring guidelines

6.0 SPECIAL AND PECULIAR BENEFIT TO THE PROPERTY

Improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the systems, facilities and services to property within the District in order to develop such property and use it for residential and other purposes. Absent the construction or provision of the District's CIP, there would be no infrastructure to support development of land within the District and such development would be prohibited by law.

While the general public and property owners outside the District will benefit from the provision of District infrastructure, these benefits are incidental to the benefits derived from property within the District's CIP which is dependent upon the District's Improvement Program to develop the property within such boundaries. This fact alone clearly distinguishes the special and peculiar benefits which District properties receive compared to those properties lying outside of the District's boundaries and establishes that the CIP has a nexus to the value and the use and enjoyment of the lands within the District.

7.0 REASONABLE AND FAIR APPORTIONMENT OF THE DUTY TO PAY

The special and peculiar benefits from the component systems and facilities of the District's CIP have been determined and apportioned to the undeveloped land on an equal acre basis. As land is platted, the benefits will be apportioned to each developable unit as provided in this Master Methodology and any supplemental methodology reports.

The duty to pay the non-ad valorem special assessments during the initial period as set forth above is fairly and reasonably apportioned because the special and peculiar benefits to the property flowing from the acquisition and/or construction of the District's CIP (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to the reasonable estimates of the special and peculiar benefits including enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums and conferred on the land as provided by the District's CIP for the reasons set forth above.

Accordingly, no acre of property within the District will be assessed for the payment of any non-ad valorem special assessment pursuant to this Master Methodology in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

If unplatted land is sold with entitlements, then the corresponding debt related to those entitlements is allocated to such land accordingly.

Note that while a Project amenity is contemplated and would constitute assessable property located within the District boundaries, it will not be assessed as it is a common element utilized exclusively for the benefit of the lot owners within the Development in accordance with Section 193.0235, F.S.

8.0 TRUE-UP MECHANISM – MASTER INFRASTRUCTURE

Until such time as bonds are issued, the lien of the Assessments imposed pursuant to this Master Methodology are inchoate ("Inchoate Assessments"), meaning that the lien of the Assessments cannot exceed the amount established hereby but that such lien will not be activated until bonds are issued and assessments levied pursuant to a supplemental assessment report. In essence, the Inchoate Assessment represents an upper limit on the Assessments. As bonds are issued and all, or a portion of, the Assessment becomes a liability for the repayment of a proportionate portion of the bonded debt, the Assessments are collectible to the extent set forth in the supplemental assessment methodology issued in correspondence to such bonds ("Funded Assessments").

In order to assure that the Funded Assessment per acre for the benefits from the CIP will not be disproportionately apportioned to any acre, each supplemental methodology shall apply a "true up" test, upon platting of residential units to ensure that, due to the level of development on any one parcel of land, the Assessments on any other parcel of land do not exceed the special and peculiar benefit which can be apportioned to such parcel in accordance with this Master Methodology and the applicable supplemental assessment methodology

9.0 COVENANT TO PAY

All assessments levied run with the land. The owner of record at the time the annual assessment roll is developed will have the responsibility to make the annual debt service assessment payments.

10.0 ASSESSMENT ROLL

The following Appendix I shows the preliminary master allocated assessments on a per acre basis for the CIP. The acreage shown represents 100% of the gross developable acreage within the District. Excluding any capitalized interest period, debt service payments shall be paid in thirty (30) annual installments.

APPENDIX 1

Initial Per Acre Assessment Roll

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

Summary of Parcels, FOLIO's, Ownership and Areas

PARCEL No.	FOLIO NUMBER	OWNER	Area In CDD (Ac.+/-)	Total Par Debt	Debt Allocation Per Acre
1	48586001022	Hacienda Lakes of Naples LLC	197.82 *	$33,785,000.00	$170,785.71

*** - Legal description of such 197.82 acres is attached as Appendix 2.**

APPENDIX 2

Hacienda North Community Development District Legal Description

RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE. #107 NAPLES, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163

LEGAL DESCRIPTION

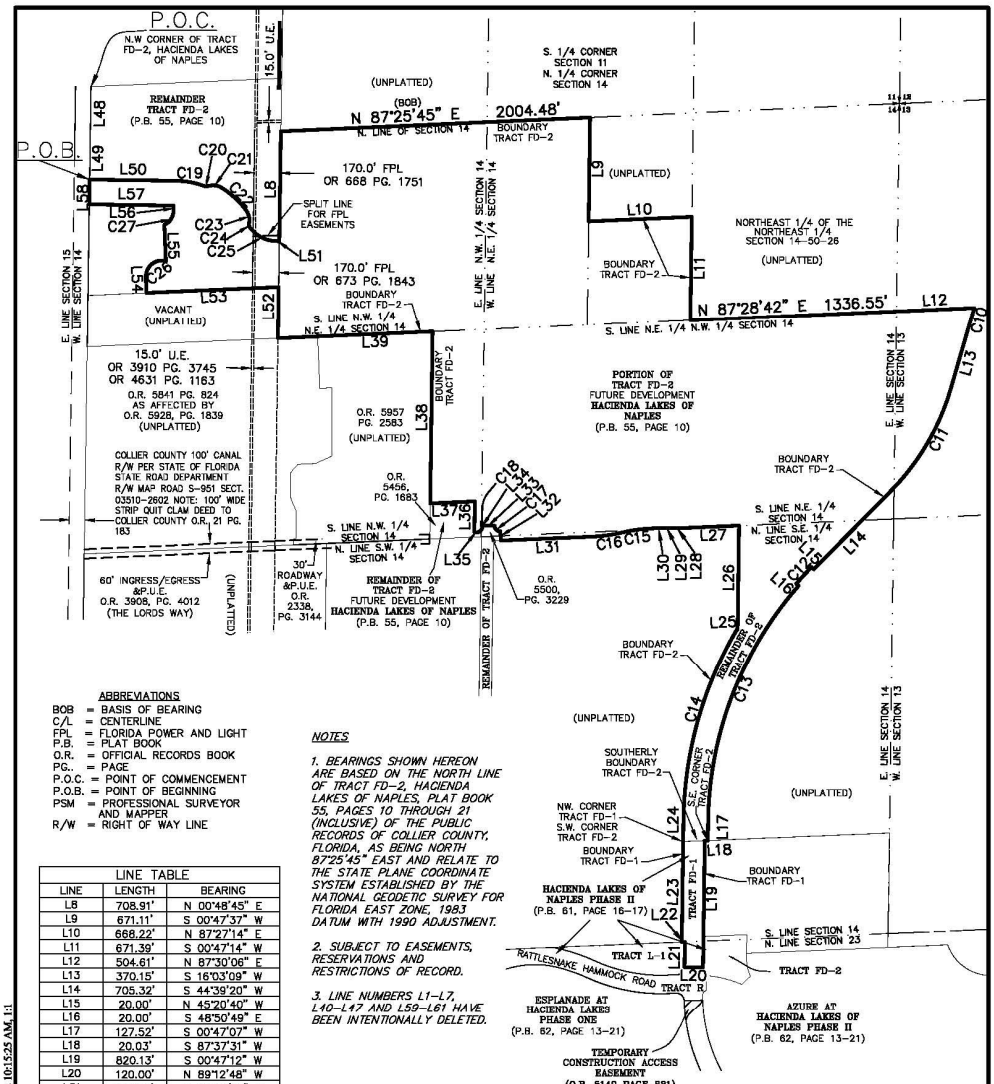
BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, ALSO BEING ALL OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF SECTIONS 13, 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: SOUTH 00°50'27" WEST, 344.07 FEET; COURSE NO. 2: SOUTH 00°49'30" WEST, 255.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST, A DISTANCE OF 563.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 182.19 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°41'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 79°19'24" EAST, 181.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 23.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 38°15'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 88°36'27" EAST, 22.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 95.07 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 49°31'14" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 82°58'44" EAST, 92.14 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 212.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 21°24'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°30'56" EAST, 211.72 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 91.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47°42'50" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°57'20" EAST, 88.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 29.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 48°16'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 13°14'22" EAST, 28.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 198.92 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 51°48'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 63°17'02" EAST, 192.22 FEET; THENCE SOUTH 89°11'15" EAST, A DISTANCE OF 17.82 FEET TO A POINT OF THE EASTERLY BOUNDARY OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 673, PAGE 1843 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48'45" EAST, ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT, CONTINUING ALONG THE EASTERLY BOUNDARY OF AN EXISTING 170.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 668, PAGE 1751 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 2: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 3: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 4: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY

A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6: SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC

RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.



ABBREVIATIONS

BOB = BASIS OF BEARING
C/L = CENTERLINE
FPL = FLORIDA POWER AND LIGHT
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS BOOK
PG.. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PSM = PROFESSIONAL SURVEYOR AND MAPPER
R/W = RIGHT OF WAY LINE

NOTES

1. *BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT FD-2, HACIENDA LAKES OF NAPLES, PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°25'45" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.*
2. *SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.*
3. *LINE NUMBERS L1-L7, L40-L47 AND L59-L61 HAVE BEEN INTENTIONALLY DELETED.*

LINE TABLE		
LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.36'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°30'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	545.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C10	9860.00	0°58'11"	166.87'	166.87'	S 16°32'15" W
C11	1580.00	28°36'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 79°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.36'	N 51°57'14" E
C27	95.00	66°46'31"	110.72'	104.56'	N 34°13'00" E

NOT A SURVEY

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor & Mapper

BY: John Scott Rhodes PSM # 5739 State of Florida Digitally signed by John Scott Rhodes PSM # 5739 State of Florida Date: 2022.05.06 10:30:08 -04'00'

JOHN SCOTT RHODES PSM #5739

RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

date: JAN. 12, 2022
scale: 1" = 800'
cogo #: N/A

SKETCH AND DESCRIPTION

CERTIFIED TO:
HACIENDA LAKES OF NAPLES, LLC.

design:
drawn: EFC/rwc
checked: JSR

acad #:	view:	project#:	file #:	sheet #:
2021-858	PLOT	2021-858	2021-858	4 of 4

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\2021-858 hacienda north CDD.dwg, SKETCH, 1/12/2022 10:15:25 AM, 1:1

EXHIBIT 37

RESOLUTION NO. 2022-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON SEPTEMBER 14, 2022 AT 9:00 A.M. AT THE OFFICES OF COLEMAN, YOVANOVICH & KOESTER, P.A., LOCATED AT 4001 TAMIAMI TRAIL N., SUITE 300, NAPLES, FL 34103, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Hacienda North Community Development District ("Board") has previously adopted Resolution No. 2022-26 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Resolution No. 2022-23, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager at Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, FL 34012 ("District Manager's Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. There is hereby declared a public hearing to be held on September 14, 2022 at 9:00 a.m. at the Offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103, for the purpose of hearing comment and objections to the proposed special assessment program for community improvements as identified in the preliminary assessment roll, a copy of which is on file at the District Manager's Office. Said preliminary assessment roll indicates the areas to be improved, description of the project for which assessment are to be made and the amount expected to be assessed to each benefited piece or parcel of property. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting and submit same to the office of the District Manager at Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, FL 34012.

Section 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197 Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation published within Collier County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Manager's Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

Section 3. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

Section 4. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 5. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

G. Russell Weyer, Secretary

Robert Mulhere, Chairman

EXHIBIT 38

RESOLUTION 2022-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) THE AUTHORITY TO EXECUTE THAT CERTAIN PLAT OF HACIENDA NORTH BOULEVARD PHASE ONE; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Collier County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, reclaimed water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting and all other improvements; and

WHEREAS, there has been presented to the District's Board of Supervisors (the "Board') by Hacienda Lakes of Naples, LLC. (the "Developer") that certain proposed plat entitled Hacienda Boulevard Phase One, a copy of which is attached hereto as Exhibit "A". The Plat provides for the subdivision of certain land within the boundaries of the District; and

WHEREAS, the Developer has advised that it is necessary for the District to join in the execution of the Plat because the District will be granted or dedicated certain property rights by way of the Plat; and

WHEREAS, the Board of Supervisors finds that granting to the Chairman or the Vice Chairman (in the Chairman's absence) the authority to execute the Plat on behalf of the District is in the best interests of the District so that the development of the real property within the District may proceed expeditiously and efficiently, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. DELEGATION OF AUTHORITY. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Plat on behalf of the District. The Vice Chairman, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign the Plat, if necessary or required.

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section

so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 4. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____
G. Russell Weyer, Secretary

_____
Robert Mulhere, Chairman

Exhibit “A”

Hacienda Boulevard Phase One

PLAT BOOK ___ PAGE ___

SHEET 1 OF 4

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) TOGETHER WITH ALL OF TRACT FD-1, HACIENDA LAKES OF NAPLES - PHASE II, RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 LOCATED IN SECTIONS 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS, HACIENDA LAKES OF NAPLES, LLC., A LIMITED LIABILITY COMPANY (DEVELOPER), OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT ENTITLED "HACIENDA BOULEVARD PHASE ONE" TO BE MADE AND DOES HEREBY:

A. DEDICATE TO THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. TRACT "R", FOR ROAD RIGHT-OF-WAY (R.O.W.), SUBJECT TO EASEMENTS AND SHARED USES AS HEREINAFTER SET FORTH, WITH RESPONSIBILITY FOR MAINTENANCE. SAID TRACT "R" IS A PRIVATE RIGHT-OF-WAY FOR WHICH COLLIER COUNTY HAS NO RESPONSIBILITY FOR MAINTENANCE.

2. TRACTS "OS1", "OS2", "OS3", "OS4" AND "OS5" (OPEN SPACE), FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION AND MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE, PUBLIC UTILITIES, LIGHTING, AND COMMUNITY SIGNAGE; WITH DESIGNATED ACCESS FOR TRACTS "OS3" AND "OS4", FOR THE PURPOSE OF ACCESS TO LAKE TRACTS "L1 AND "L2", SUBJECT TO THE EASEMENTS DEPICTED HEREON. WITH RESPONSIBILITY FOR MAINTENANCE.

3. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

4. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

5. TRACT "L1", AND "L2" AS LAKE, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

6. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

7. A RIGHT OF ACCESS OVER THOSE AREAS INDICATED ON THE PLAT AS DRAINAGE EASEMENTS (D.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF ACCESS TO THE SAME FOR CONSTRUCTION, INSTALLATION AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO COLLIER COUNTY WATER-SEWER DISTRICT:

1. ALL COUNTY UTILITY EASEMENTS (C.U.E.) FOR POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF AND INGRESS AND EGRESS RIGHTS, WHERE APPROPRIATE, ARE PROVIDED TO THE COLLIER COUNTY WATER-SEWER DISTRICT TO OPERATE AND MAINTAIN POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER UTILITY SYSTEMS OR PORTION(S) THEREOF WITHIN THE PLATTED AREA AFTER FINAL CONVEYANCE TO THE COLLIER COUNTY WATER-SEWER DISTRICT AND, WHERE APPLICABLE, TO INSTALL THE COLLIER COUNTY WATER-SEWER DISTRICT'S CONNECTING UTILITY FACILITIES WITHIN SUCH EASEMENT(S), WITH NO RESPONSIBILITY FOR MAINTENANCE OF THE SURFACE EASEMENT AREA.

2. APPLICABLE POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF CONSTRUCTED WITHIN THIS PLATTED AREA IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THE COLLIER COUNTY UTILITIES STANDARDS AND PROCEDURES ORDINANCE (2004-31), AS AMENDED, SHALL BE CONVEYED TO THE BOARD AS THE EX-OFFICIO GOVERNING BOARD OF THE WATER-SEWER DISTRICT UPON ACCEPTANCE OF THE ADDITIONS, EXTENSIONS AND/OR IMPROVEMENTS REQUIRED BY THE PLAT.

C. DEDICATE TO COLLIER COUNTY:

1. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

3. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

D. DEDICATE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES:

ALL PLATTED PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY AND THAT SUCH USES BE SUBJECT TO, AND NOT INCONSISTENT WITH, THE USE BY COLLIER COUNTY WATER-SEWER DISTRICT. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

E. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE GREATER NAPLES FIRE RESCUE DISTRICT:

A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACT "R" FOR THE SOLE PURPOSE OF PERMITTING EMERGENCY AND SERVICE VEHICLES THEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE THEREOF.

F. RESERVE TO HACIENDA LAKES OF NAPLES, LLC., A LIMITED LIABILITY COMPANY (DEVELOPER), ITS SUCCESSORS AND/OR ASSIGNS:

1. AN ACCESS EASEMENT (A.E.) FOR INGRESS AND EGRESS OVER AND ACROSS TRACT "R" AS DEPICTED HEREON WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

3. TRACT "FD" FOR FUTURE DEVELOPMENT, WITH RESPONSIBILITY FOR MAINTENANCE.

IN WITNESS WHEREOF, HACIENDA LAKES OF NAPLES. LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS __ DAY OF _____, 2022.

WITNESSES:

_____
SIGNATURE

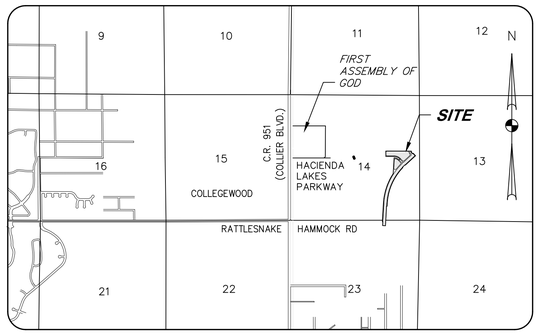
_____
PRINT NAME

HACIENDA LAKES OF NAPLES, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY:_____
DAVID E. TORRES, AS MANAGER

_____
SIGNATURE

_____
PRINT NAME



LOCATION MAP
NOT TO SCALE
SEE SHEET 2 FOR LEGAL DESCRIPTION

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT FD-1, HACIENDA LAKES OF NAPLES - PHASE II, PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 00°47'14" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

3. UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR.

4. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HACIENDA BOULEVARD PHASE ONE, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

5. SUBJECT TO BLANKET EASEMENT IN FAVOR OF COMCAST OF COLORADO/FLORIDA/MICHIGAN/NEW MEXICO/PENNSYLVANIA/WASHINGTON, LLC RECORDED OCTOBER 19, 2015 IN BOOK 5205, PAGE 2194 AND RECORDED MARCH 6, 2017, IN OFFICIAL RECORDS BOOK 5368, PAGE 2612, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

6. THIS PROJECT LIES WITHIN THE HACIENDA LAKES OF NAPLES MUPD, PER ORDINANCE 2011-41, AS AMENDED.

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS _____ DAY OF _____, 2022, A.D., BY DAVID E. TORRES, AS MANAGER OF HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT (AFFIX SEAL)

_____
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor & Mapper

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS _____ DAY OF _____, 2022, A.D.

_____
JACK MCKENNA, P.E.
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS _____ DAY OF _____, 2022, A.D.

_____
MARCUS L. BERMAN, P.S.M. #5086
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS _____ DAY OF _____, 2022, A.D.

_____
DEREK D. PERRY
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF COLLIER

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS _____ DAY OF _____, 2022, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

_____
ATTEST:
CRYSTAL K. KINZEL, CLERK
OF CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA

_____
WILLIAM L. MCDANIEL, JR., CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA.

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT _____ (A.M. OR P.M.) THIS _____ DAY OF _____, 2022, A.D., AND DULY RECORDED IN PLAT BOOK _____, PAGE(S) _____ THROUGH _____, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

_____
CRYSTAL K. KINZEL, CLERK
OF THE CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES.
IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

RHODES & RHODES LAND SURVEYING, INC.

_____ _____
JOHN SCOTT RHODES, P.S.M. NO. 5739 DATED

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

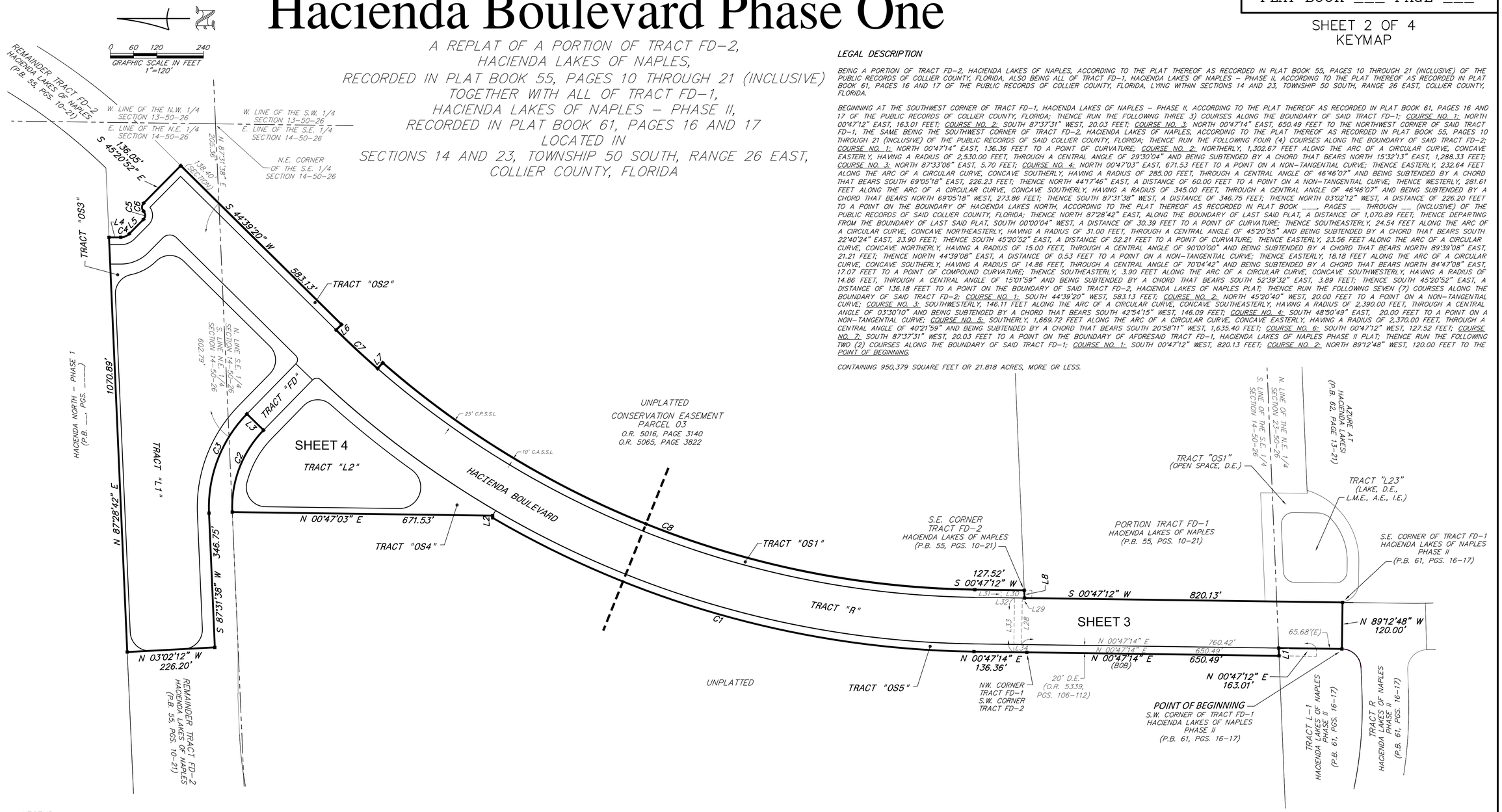
Z:\HACIENDA LAKES\Hacienda Boulevard Phase One\CURRENT PLAT\2022-5\Plat.dwg, COVERSHEET, 5/23/2022 9:11:30 AM, 1:1

Hacienda Boulevard Phase One

PLAT BOOK ___ PAGE ___

SHEET 2 OF 4
KEYMAP

A REPLAT OF A PORTION OF TRACT FD–2,
HACIENDA LAKES OF NAPLES,
RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE)
TOGETHER WITH ALL OF TRACT FD–1,
HACIENDA LAKES OF NAPLES – PHASE II,
RECORDED IN PLAT BOOK 61, PAGES 16 AND 17
LOCATED IN
SECTIONS 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA



LEGAL DESCRIPTION

BEING A PORTION OF TRACT FD–2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, ALSO BEING ALL OF TRACT FD–1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LYING WITHIN SECTIONS 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

BEGINNING AT THE SOUTHWEST CORNER OF TRACT FD–1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE 3) COURSES ALONG THE BOUNDARY OF SAID TRACT FD–1; COURSE NO. 1: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 2: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 3: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD–1, THE SAME BEING THE SOUTHWEST CORNER OF TRACT FD–2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD–2; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET TO A POINT ON A NON–TANGENTIAL CURVE; THENCE EASTERLY, 232.64 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 285.00 FEET, THROUGH A CENTRAL ANGLE OF 46°46'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 69°05'18" EAST, 226.23 FEET; THENCE NORTH 44°17'46" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON A NON–TANGENTIAL CURVE; THENCE WESTERLY, 281.61 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET, THROUGH A CENTRAL ANGLE OF 46°46'07" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 69°05'18" WEST, 273.86 FEET; THENCE SOUTH 87°31'38" WEST, A DISTANCE OF 346.75 FEET; THENCE NORTH 03°02'12" WEST, A DISTANCE OF 226.20 FEET TO A POINT ON THE BOUNDARY OF HACIENDA LAKES NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ___, PAGES __ THROUGH __ (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE NORTH 87°28'42" EAST, ALONG THE BOUNDARY OF LAST SAID PLAT, A DISTANCE OF 1,070.89 FEET; THENCE DEPARTING FROM THE BOUNDARY OF LAST SAID PLAT, SOUTH 00°00'04" WEST, A DISTANCE OF 30.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 24.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 45°20'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°40'24" EAST, 23.90 FEET; THENCE SOUTH 45°20'52" EAST, A DISTANCE OF 52.21 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 23.56 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 89°39'08" EAST, 21.21 FEET; THENCE NORTH 44°39'08" EAST, A DISTANCE OF 0.53 FEET TO A POINT ON A NON–TANGENTIAL CURVE; THENCE EASTERLY, 18.18 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 14.86 FEET, THROUGH A CENTRAL ANGLE OF 70°04'42" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 84°47'08" EAST, 17.07 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, 3.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 14.86 FEET, THROUGH A CENTRAL ANGLE OF 15°01'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 52°39'32" EAST, 3.89 FEET; THENCE SOUTH 45°20'52" EAST, A DISTANCE OF 136.18 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD–2, HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING SEVEN (7) COURSES ALONG THE BOUNDARY OF SAID TRACT FD–2; COURSE NO. 1: SOUTH 44°39'20" WEST, 583.13 FEET; COURSE NO. 2: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON–TANGENTIAL CURVE; COURSE NO. 3: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 4: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON–TANGENTIAL CURVE; COURSE NO. 5: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 6: SOUTH 00°47'12" WEST, 127.52 FEET; COURSE NO. 7: SOUTH 87°37'31" WEST, 20.03 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD–1, HACIENDA LAKES OF NAPLES PHASE II PLAT; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID TRACT FD–1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 950,379 SQUARE FEET OR 21.818 ACRES, MORE OR LESS.

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
B.O.B.	BASIS OF BEARING
R.O.W.	RIGHT–OF–WAY
P.B.	PLAT BOOK
O.R.	OFFICIAL RECORDS BOOK
PGS.	PAGES
N.R.	NON–RADIAL
(T)	TIE LINE
(OA)	OVERALL
C.U.E.	COUNTY UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
I.E.	IRRIGATION EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
L.B.E.	LANDSCAPE BUFFER EASEMENT
■	INDICATES SET PERMANENT REFERENCE MONUMENT (5/8" X 18" IRON ROD CAPPED "PRM LB 6897") (UNLESS OTHERWISE NOTED)
◉	PERMANENT CONTROL POINT
•	POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY OR POINT OF REVERSE CURVATURE.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT FD–1, HACIENDA LAKES OF NAPLES – PHASE II, PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 00°47'14" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

3. UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR.

4. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HACIENDA BOULEVARD PHASE ONE, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

5. SUBJECT TO BLANKET EASEMENT IN FAVOR OF COMCAST OF COLORADO/FLORIDA/MICHIGAN/NEW MEXICO/PENNSYLVANIA/WASHINGTON, LLC RECORDED OCTOBER 19, 2015 IN BOOK 5205, PAGE 2194 AND RECORDED MARCH 6, 2017, IN OFFICIAL RECORDS BOOK 5368, PAGE 2612, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

6. THIS PROJECT LIES WITHIN THE HACIENDA LAKES OF NAPLES MUPD, PER ORDINANCE 2011–41, AS AMENDED.

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.03'	S 87°37'31" W
L2	5.70'	N 87°33'06" E
L3	60.00'	N 44°17'46" E
L4	30.39'	S 00°00'04" W
L5	52.21'	S 45°20'52" E
L6	20.00'	N 45°20'40" W
L7	20.00'	S 48°50'49" E
L8	20.03'	S 87°37'31" W
L28	119.99'	N 89°09'30" W
L29	5.86'	N 00°47'12" E
L30	59.50'	N 00°47'12" E
L31	20.00'	N 89°12'48" W
L32	34.74'	N 00°47'12" E
L33	139.99'	N 89°09'30" W
L34	33.73'	N 00°47'14" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2530.00'	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C2	285.00'	46°46'07"	232.64'	226.23'	S 69°05'18" E
C3	345.00'	46°46'07"	281.61'	273.86'	N 69°05'18" W
C4	31.00'	45°20'55"	24.54'	23.90'	S 22°40'24" E
C5	15.00'	88°13'29"	23.10'	20.88'	N 89°27'36" W
C6	15.00'	88°13'29"	23.10'	20.88'	N 89°27'36" W
C7	2390.00'	3°30'10"	146.11'	146.09'	S 42°54'15" W
C8	2370.00'	40°21'59"	1669.72'	1635.40'	S 20°58'11" W

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405–8166 FAX NO. (239) 405–8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Z:\HACIENDA LAKES\Hacienda Boulevard Phase One\CURRENT PLAT\2022\Plat\dwg, KEYMAP, 5/23/2022 9:11:39 AM, 1:1

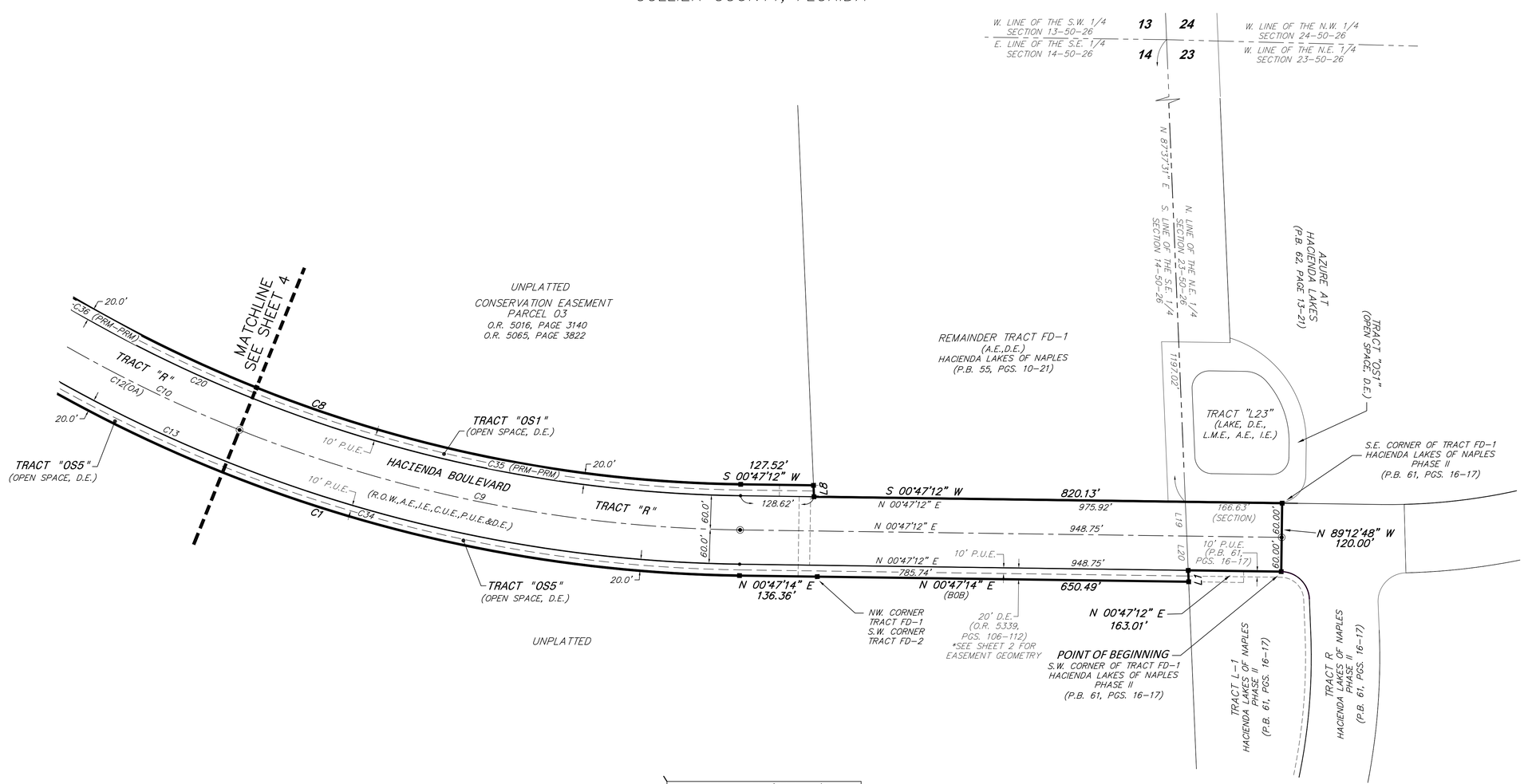
Hacienda Boulevard Phase One

PLAT BOOK ___ PAGE ___

SHEET 3 OF 4

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES,
RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE)
TOGETHER WITH ALL OF TRACT FD-1,
HACIENDA LAKES OF NAPLES - PHASE II,
RECORDED IN PLAT BOOK 61, PAGES 16 AND 17
LOCATED IN
SECTIONS 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

0 60 120 240
GRAPHIC SCALE IN FEET
1"=120'



LINE TABLE (SHEET 3)		
LINE	LENGTH	BEARING
L1	20.03'	S 87°37'31" W
L8	20.03'	S 87°37'31" W
L19	60.09'	N 87°37'31" E
L20	60.09'	N 87°37'31" E

CURVE TABLE (SHEET 3)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2530.00'	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C8	2370.00'	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C9	2450.00'	21°01'33"	899.08'	894.04'	N 11°17'59" E
C10	2450.00'	22°50'35"	976.78'	970.33'	N 33°14'03" E
C12	2450.00'	43°52'08"	1875.86'	1830.38'	N 22°43'16" E
C13	2510.00'	42°27'18"	1859.86'	1817.61'	N 22°00'51" E
C20	2390.00'	40°21'59"	1683.81'	1649.20'	N 20°58'11" E
C34	2510.00'	29°34'16"	1295.44'	1281.11'	N 15°34'20" E
C35	2370.00'	21°01'33"	869.72'	864.85'	N 11°17'59" E
C36	2370.00'	19°20'25"	800.00'	796.21'	N 31°28'58" E

THIS INSTRUMENT PREPARED BY:
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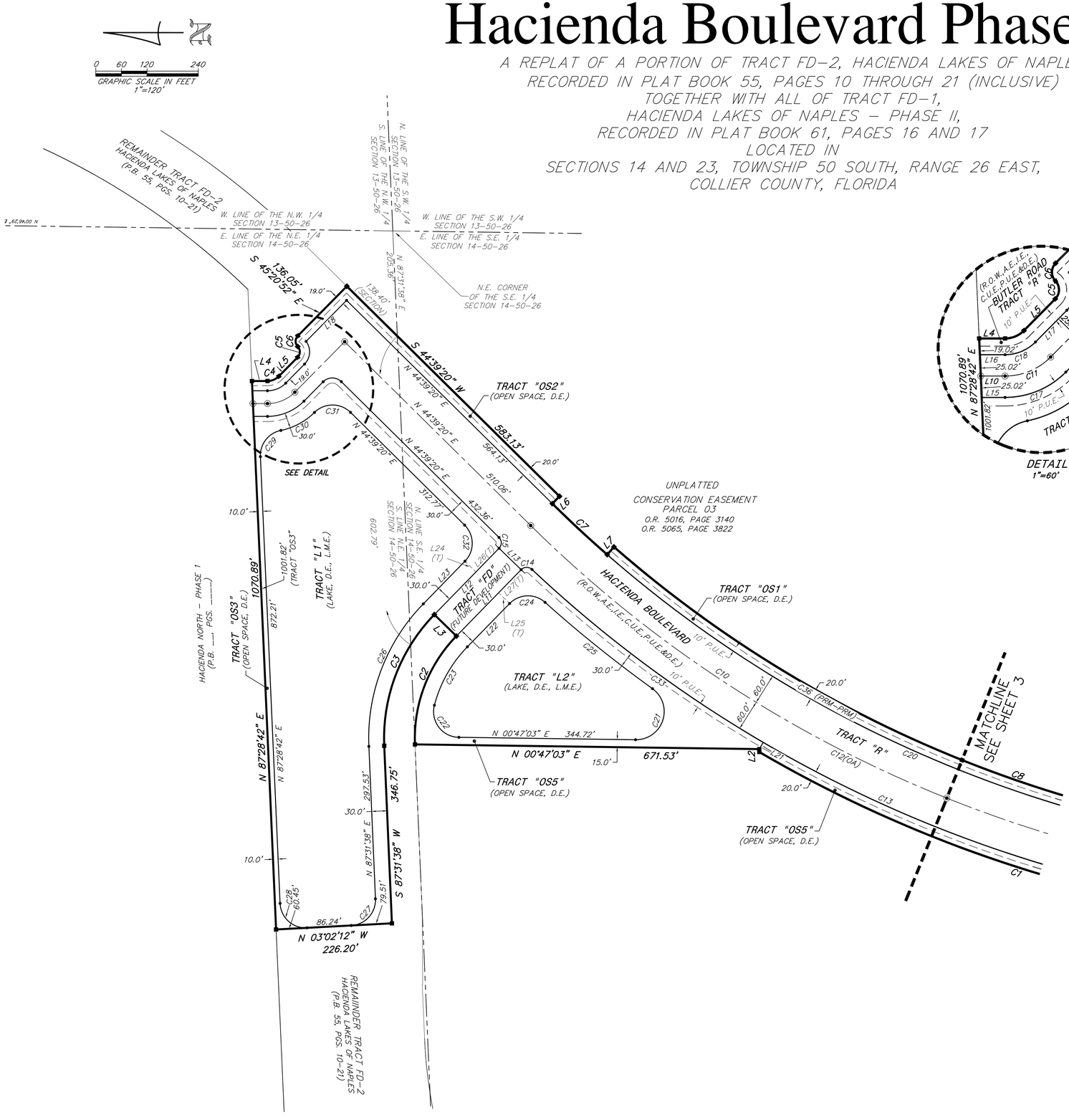
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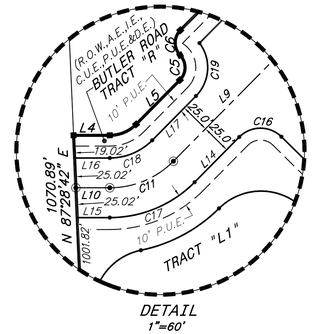
PLAT BOOK ___ PAGE ___

SHEET 4 OF 4

Hacienda Boulevard Phase One

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES,
RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE)
TOGETHER WITH ALL OF TRACT FD-1,
HACIENDA LAKES OF NAPLES - PHASE II,
RECORDED IN PLAT BOOK 61, PAGES 16 AND 17
LOCATED IN
SECTIONS 14 AND 23, TOWNSHIP 50 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA





DETAIL
1"=60'

LINE TABLE (SHEET 4)		
LINE	LENGTH	BEARING
L2	5.70'	N 87°33'06" E
L3	60.00'	N 44°17'46" E
L4	30.39'	S 00°00'04" W
L5	52.21'	S 45°20'52" E
L6	20.00'	N 45°20'40" W
L7	20.00'	S 48°50'49" E
L9	138.24'	N 45°20'52" W
L10	28.45'	N 00°00'04" E
L11	180.99'	N 45°42'15" W
L12	180.79'	N 45°42'15" W
L13	60.00'	N 44°06'05" E
L14	53.23'	N 45°20'52" W
L15	27.35'	N 00°00'04" E
L16	29.55'	N 00°00'04" E
L17	52.21'	N 45°20'52" W
L18	112.39'	N 45°20'52" W
L21	15.21'	N 59°38'32" W
L22	117.96'	N 45°42'15" W
L23	116.19'	N 45°42'15" W
L24(T)	30.00'	N 44°17'45" E
L25(T)	30.00'	N 44°17'45" E
L26(T)	64.59'	N 45°42'15" W
L27(T)	63.03'	N 45°42'15" W

CURVE TABLE (SHEET 4)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2530.00'	29°30'04"	1302.67'	1288.33'	N 15°32'13" E
C2	285.00'	46°46'07"	232.64'	226.23'	S 69°05'18" E
C3	345.00'	46°46'07"	281.61'	273.86'	N 69°05'18" W
C4	31.00'	45°20'55"	24.54'	23.90'	S 22°40'24" E
C5	15.00'	88°13'29"	23.10'	20.88'	N 89°27'36" W
C6	15.00'	88°13'29"	23.10'	20.88'	N 89°27'36" W
C7	2390.00'	3°30'10"	146.11'	146.09'	S 42°54'15" W
C8	2370.00'	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C9	2450.00'	21°01'33"	899.08'	894.04'	N 11°17'59" E
C10	2450.00'	22°50'35"	976.78'	970.33'	N 33°14'03" E
C11	75.00'	45°20'55"	59.36'	57.82'	N 22°40'24" W
C12	2450.00'	43°52'08"	1875.86'	1830.38'	N 22°43'16" E
C13	2510.00'	42°27'18"	1859.86'	1817.61'	N 22°00'51" E
C14	15.00'	88°56'45"	23.29'	21.02'	N 01°13'52" W
C15	15.00'	89°38'25"	23.47'	21.15'	N 89°28'33" E
C16	25.00'	90°00'12"	39.27'	35.36'	N 00°20'46" W
C17	100.00'	45°20'55"	79.15'	77.10'	N 22°40'24" W
C18	50.00'	45°20'55"	39.57'	38.55'	N 22°40'24" W
C19	34.00'	81°39'50"	48.46'	44.46'	N 86°10'47" W
C20	2390.00'	40°21'59"	1683.81'	1649.20'	N 20°58'11" E
C21	55.00'	145°01'14"	139.21'	104.91'	N 71°43'34" W
C22	50.00'	103°46'25"	90.56'	78.68'	N 52°40'16" E
C23	255.00'	29°44'17"	132.35'	130.87'	N 60°34'23" W
C24	50.00'	87°32'01"	76.39'	69.17'	N 01°56'14" W
C25	2540.00'	6°03'58"	268.91'	268.79'	N 38°47'48" E
C26	375.00'	46°46'07"	306.10'	297.67'	N 69°05'18" W
C27	50.00'	89°26'10"	78.05'	70.36'	N 47°45'17" W
C28	50.00'	90°30'54"	78.99'	71.03'	N 42°13'15" E
C29	50.00'	80°57'42"	70.65'	64.92'	N 52°02'27" W
C30	130.00'	33°13'27"	75.38'	74.33'	N 28°10'20" W
C31	50.00'	89°26'24"	78.05'	70.36'	N 00°03'51" W
C32	50.00'	89°38'25"	78.23'	70.49'	N 89°28'33" E
C33	2510.00'	12°53'03"	564.42'	563.23'	N 36°47'59" E
C34	2510.00'	29°34'16"	1295.44'	1281.11'	N 15°34'20" E
C35	2370.00'	21°01'33"	869.72'	864.85'	N 11°17'59" E
C36	2370.00'	19°20'25"	800.00'	796.21'	N 31°28'58" E

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Z:\HACIENDA LAKES\Hacienda Boulevard Phase One\CURRENT PLAT\2022-398plat.dwg, SHEET 4, 5/23/2023 9:11:56 AM, 1:1

EXHIBIT 39

RESOLUTION 2022-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) THE AUTHORITY TO EXECUTE THAT CERTAIN PLAT OF HACIENDA NORTH - PHASE I; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hacienda North Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Collier County, Florida; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, reclaimed water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting and all other improvements; and

WHEREAS, there has been presented to the District's Board of Supervisors (the "Board') by Hacienda Lakes of Naples, LLC and Toll Southeast LP Company, Inc. (collectively, the "Developer") that certain proposed plat entitled Hacienda North – Phase I, a copy of which is attached hereto as Exhibit "A". The Plat provides for the subdivision of certain land within the boundaries of the District; and

WHEREAS, the Developer has advised that it is necessary for the District to join in the execution of the Plat because the District will be granted or dedicated certain property rights by way of the Plat; and

WHEREAS, the Board of Supervisors finds that granting to the Chairman or the Vice Chairman (in the Chairman's absence) the authority to execute the Plat on behalf of the District is in the best interests of the District so that the development of the real property within the District may proceed expeditiously and efficiently, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. DELEGATION OF AUTHORITY. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Plat on behalf of the District. The Vice Chairman, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign the Plat, if necessary or required.

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section

so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 4. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____
G. Russell Weyer, Secretary

_____
Robert Mulhere, Chairman

Exhibit “A”

Hacienda North - Phase 1

PLAT BOOK ___ PAGE ___

SHEET 1 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS THAT TOLL SOUTHEAST LP COMPANY, INC., A DELAWARE CORPORATION AND HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNERS OF THE LANDS DESCRIBED HEREON HAS CAUSED THIS PLAT OF "HACIENDA NORTH – PHASE 1" TO BE MADE AND DOES HEREBY:

A. DEDICATE TO THE HACIENDA NORTH HOMEOWNERS' ASSOCIATION, INC., IT SUCCESSORS OR ASSIGNS:

1. TRACT "R1" AS PRIVATE ROAD RIGHT-OF-WAY (R.O.W.) SUBJECT TO THE EASEMENTS DEPICTED HEREON (P.A.E., I.E., C.U.E., P.U.E., D.E.) WITH RESPONSIBILITY FOR MAINTENANCE. ROADWAY PURPOSES INCLUDE, BUT ARE NOT LIMITED TO PAVEMENT, ROADWAY DRAINAGE, BIKE LANES, SIDEWALKS AND PATHWAYS.

2. TRACT "A", AS AMENITY CENTER, SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

3. TRACTS "OS1", "OS2", "OS3", "OS4", "OS5", "OS6", "OS7", "OS8", "OS9", "OS10", "OS11", "OS12", "OS13" AND "OS14" (OPEN SPACE), FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF LIGHTING, LANDSCAPING, SIGNS, SIDEWALKS, PERIMETER WALLS AND IRRIGATION, SUBJECT TO THE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

4. ALL ACCESS EASEMENTS (A.E.) AND TEMPORARY ACCESS EASEMENTS (T.A.E.) AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

5. ALL IRRIGATION EASEMENTS (I.E.) AND TEMPORARY IRRIGATION EASEMENTS (T.I.E.), AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF IRRIGATION FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

6. ALL DRAINAGE EASEMENTS (D.E.) AND TEMPORARY DRAINAGE EASEMENTS (T.D.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

7. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

8. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, AND MAINTENANCE AND OPERATION, WITH RESPONSIBILITY FOR MAINTENANCE.

9. ALL PRIVATE ACCESS EASEMENTS (P.A.E.), AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. TRACT "R1A" AS ROAD RIGHT-OF-WAY (R.O.W.) SUBJECT TO THE EASEMENTS DEPICTED HEREON (A.E., I.E., C.U.E., P.U.E., D.E.) WITH RESPONSIBILITY FOR MAINTENANCE. ROADWAY PURPOSES INCLUDE, BUT ARE NOT LIMITED TO PAVEMENT, ROADWAY DRAINAGE, BIKE LANES, SIDEWALKS AND PATHWAYS.

2. ALL ACCESS EASEMENTS (A.E.) AND TEMPORARY ACCESS EASEMENTS (T.A.E.) AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

3. TRACTS "L1", "L2" AND "L3" AS LAKE, FOR THE PURPOSE OF DRAINAGE, IRRIGATION AND STORM WATER MANAGEMENT, SUBJECT TO HE EASEMENTS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

4. ALL DRAINAGE EASEMENTS (D.E.) AND TEMPORARY DRAINAGE EASEMENTS (T.D.E.), AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

5. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AND TEMPORARY LAKE MAINTENANCE EASEMENTS (T.L.M.E.), AS DEPICTED HEREON, WITH RESPONSIBILITY FOR MAINTENANCE.

6. ALL IRRIGATION EASEMENTS (I.E.) AND TEMPORARY IRRIGATION EASEMENTS (T.I.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

7. ALL PRIVATE ACCESS EASEMENTS (P.A.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

8. NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR THE PURPOSE OF INSTALLATION AND CONSTRUCTION OF ALL FACILITIES AUTHORIZED TO BE PERFORMED BY THE DISTRICT.

C. DEDICATE TO COLLIER COUNTY WATER-SEWER DISTRICT:

1. ALL COUNTY UTILITY EASEMENTS (C.U.E.) FOR POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF AND INGRESS AND EGRESS RIGHTS, WHERE APPROPRIATE, ARE PROVIDED TO THE COLLIER COUNTY WATER-SEWER DISTRICT TO OPERATE AND MAINTAIN POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER UTILITY SYSTEMS OR PORTION(S) THEREOF WITHIN THE PLATTED AREA AFTER FINAL CONVEYANCE TO THE COLLIER COUNTY WATER-SEWER DISTRICT AND, WHERE APPLICABLE, TO INSTALL THE COLLIER COUNTY WATER-SEWER DISTRICT'S CONNECTING UTILITY FACILITIES WITHIN SUCH EASEMENT(S), WITH NO RESPONSIBILITY FOR MAINTENANCE OF THE SURFACE EASEMENT AREA.

2. APPLICABLE POTABLE WATER, NON-POTABLE IRRIGATION WATER AND/OR WASTEWATER SYSTEM(S) OR PORTION(S) THEREOF CONSTRUCTED WITHIN THIS PLATTED AREA IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THE COLLIER COUNTY UTILITIES STANDARDS AND PROCEDURES ORDINANCE (2004-31), AS AMENDED, SHALL BE CONVEYED TO THE BOARD AS THE EX-OFFICIO GOVERNING BOARD OF THE WATER-SEWER DISTRICT UPON ACCEPTANCE OF THE ADDITIONS, EXTENSIONS AND/OR IMPROVEMENTS REQUIRED BY THE PLAT.

D. DEDICATE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES:

ALL PLATTED PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY AND THAT SUCH USES BE SUBJECT TO, AND NOT INCONSISTENT WITH, THE USE BY COLLIER COUNTY WATER-SEWER DISTRICT. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

E. DEDICATE TO COLLIER COUNTY:

1. ALL DRAINAGE EASEMENTS (D.E.) AND TEMPORARY DRAINAGE EASEMENTS (T.D.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL ACCESS EASEMENTS (A.E.), PRIVATE ACCESS EASEMENTS (P.A.E.) AND TEMPORARY ACCESS EASEMENTS (T.A.E.), AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

3. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.

F. DEDICATE TO COLLIER COUNTY, ITS FRANCHISEES AND THE GREATER NAPLES FIRE RESCUE DISTRICT:

A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER AND ACROSS TRACT "R1A" AND A NON-EXCLUSIVE PRIVATE ACCESS EASEMENT (P.A.E) OVER AND ACROSS TRACT "R1" FOR THE SOLE PURPOSE OF PERMITTING EMERGENCY AND SERVICE VEHICLES THEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE THEREOF.

G. RESERVE TO TOLL SOUTHEAST LP COMPANY, INC., A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS:

1. TRACT "FD3" FOR FUTURE DEVELOPMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
2. ALL ACCESS EASEMENTS (A.E.) AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.
3. ALL DRAINAGE EASEMENTS (D.E.) AND TEMPORARY DRAINAGE EASEMENTS (T.D.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.
4. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AND TEMPORARY LAKE MAINTENANCE EASEMENTS (T.L.M.E.), AS DEPICTED HEREON, WITH NO RESPONSIBILITY FOR MAINTENANCE.
5. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.) AS DEPICTED HEREON, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, AND MAINTENANCE AND OPERATION, WITH NO RESPONSIBILITY FOR MAINTENANCE.
6. A RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND UNDER TRACT "R1", WITH NO RESPONSIBILITY FOR MAINTENANCE.
7. A RIGHT OF INGRESS AND EGRESS TO TRACT "R1A", WITH NO RESPONSIBILITY FOR MAINTENANCE.

H. RESERVE TO HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS OR ASSIGNS:

1. TRACTS "FD1" AND "FD2" FOR FUTURE DEVELOPMENT, WITH RESPONSIBILITY FOR MAINTENANCE.
2. A RIGHT OF INGRESS AND EGRESS TO TRACT "R1A", WITH NO RESPONSIBILITY FOR MAINTENANCE.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 2022, A.D.

WITNESSES:

_____
SIGNATURE

_____
PRINT NAME

_____
SIGNATURE

_____
PRINT NAME

TOLL SOUTHEAST LP COMPANY, INC.,
A DELAWARE CORPORATION,

BY:_____
_____

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS _____ DAY OF _____, 2022, BY _____, _____ OF TOLL SOUTHEAST LP COMPANY, INC., A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

_____ (AFFIX SEAL)
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

IN WITNESS WHEREOF, HACIENDA LAKES OF NAPLES. LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS __ DAY OF _____, 2022.

WITNESSES:

_____
SIGNATURE

_____
PRINT NAME

_____
SIGNATURE

_____
PRINT NAME

HACIENDA LAKES OF NAPLES, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY:_____
_____, _____
NAME TITLE

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS ____ DAY OF _____, 2022, A.D., BY _____, AS _____ OF HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT (AFFIX SEAL)

_____
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, A UNIT OF SPECIAL PURPOSE GOVERNMENT CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

_____,
ROBERT MULHERE
CHAIRMAN OF THE BOARD OF SUPERVISORS

_____
WITNESS, _____

_____
WITNESS, _____

ACKNOWLEDGEMENT

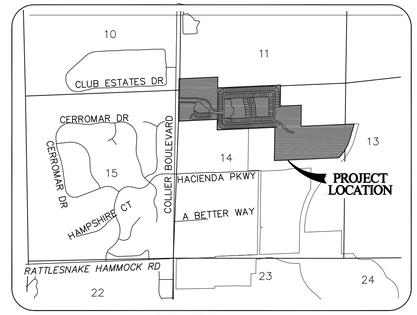
STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS _____ DAY OF _____, 2022, BY ROBERT MULHERE, AS THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, A UNIT OF SPECIAL PURPOSE GOVERNMENT CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH.

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

_____ (AFFIX SEAL)
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

JOHN SCOTT RHODES CERTIFICATE No. 5739 STATE OF FLORIDA Professional Surveyor & Mapper



LOCATION MAP
NOT TO SCALE
SEE SHEET 2 FOR SURVEY NOTES AND LEGAL DESCRIPTION

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS _____ DAY OF _____, 2022, A.D.

_____
JACK MCKENNA, P.E.
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS _____ DAY OF _____, 2022, A.D.

_____
MARCUS L. BERMAN, P.S.M. #5086
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS _____ DAY OF _____, 2022, A.D.

_____
DEREK D. PERRY
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF COLLIER

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS _____ DAY OF _____, 2022, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

_____
ATTEST:
CRYSTAL K. KINZEL, CLERK
OF CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA

_____
WILLIAM L. MCDANIEL, JR., CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA.

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT _____ (A.M. OR P.M.) THIS _____ DAY OF _____, 2022, A.D., AND DULY RECORDED IN PLAT BOOK _____, PAGE(S) _____ THROUGH _____, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

_____
CRYSTAL K. KINZEL, CLERK
OF THE CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES.
IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS WILL BE SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL PERMANENT CONTROL POINTS AND LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

RHODES & RHODES LAND SURVEYING, INC.

_____ _____
JOHN SCOTT RHODES, P.S.M. NO. 5739 DATED

NOTES:

THIS PROJECT IS ZONED MPUD AND WAS DEVELOPED UTILIZING TRANSFER OF DEVELOPMENT RIGHTS (TDR'S).

THIS PROJECT LIES WITHIN THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, PER ORDINANCE _____.

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES, P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

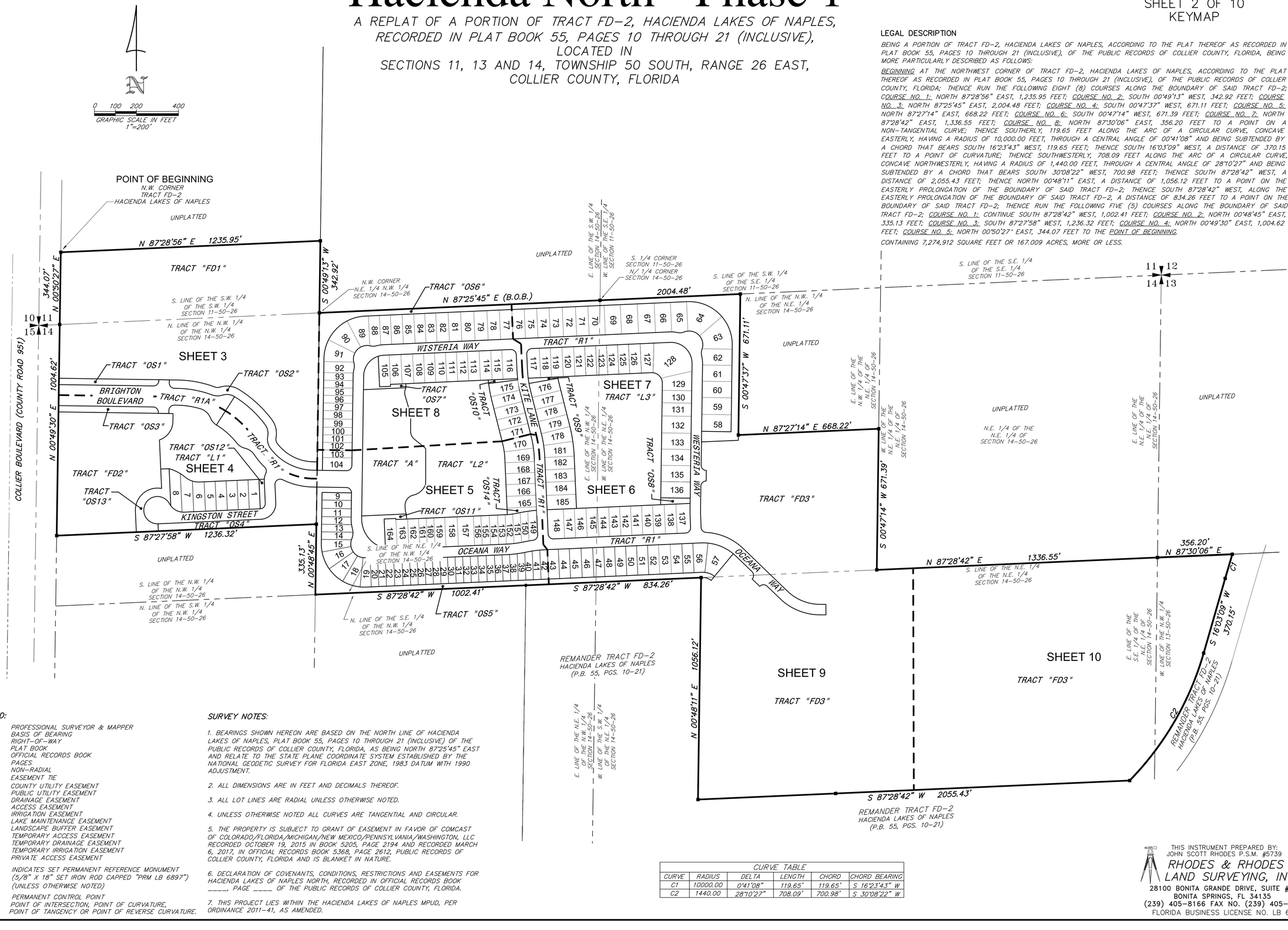
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Hacienda North - Phase 1

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___

SHEET 2 OF 10
KEYMAP



LEGAL DESCRIPTION

BEING A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT FD-2, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 87°28'56" EAST, 1,235.95 FEET; COURSE NO. 2: SOUTH 00°49'13" WEST, 342.92 FEET; COURSE NO. 3: NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE NO. 4: SOUTH 00°47'37" WEST, 671.11 FEET; COURSE NO. 5: NORTH 87°27'14" EAST, 668.22 FEET; COURSE NO. 6: SOUTH 00°47'14" WEST, 671.39 FEET; COURSE NO. 7: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE NO. 8: NORTH 87°30'06" EAST, 356.20 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 119.65 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10,000.00 FEET, THROUGH A CENTRAL ANGLE OF 00°41'08" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°23'43" WEST, 119.65 FEET; THENCE SOUTH 16°03'09" WEST, A DISTANCE OF 370.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 708.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,440.00 FEET, THROUGH A CENTRAL ANGLE OF 28°10'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°08'22" WEST, 700.98 FEET; THENCE SOUTH 87°28'42" WEST, A DISTANCE OF 2,055.43 FEET; THENCE NORTH 00°48'11" EAST, A DISTANCE OF 1,056.12 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE BOUNDARY OF SAID TRACT FD-2; THENCE SOUTH 87°28'42" WEST, ALONG THE EASTERLY PROLONGATION OF THE BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 834.26 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT FD-2; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: CONTINUE SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 2: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 3: SOUTH 87°27'58" WEST, 1,236.32 FEET; COURSE NO. 4: NORTH 00°49'30" EAST, 1,004.62 FEET; COURSE NO. 5: NORTH 00°50'27" EAST, 344.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,274,912 SQUARE FEET OR 167.009 ACRES, MORE OR LESS.

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
B.O.B.	BASIS OF BEARING
R.O.W.	RIGHT-OF-WAY
P.B.	PLAT BOOK
O.R.	OFFICIAL RECORDS BOOK
PGS.	PAGES
N.R.	NON-RADIAL
(E)	EASEMENT TIE
C.U.E.	COUNTY UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
I.E.	IRRIGATION EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
L.B.E.	LANDSCAPE BUFFER EASEMENT
T.A.E.	TEMPORARY ACCESS EASEMENT
T.D.E.	TEMPORARY DRAINAGE EASEMENT
T.I.E.	TEMPORARY IRRIGATION EASEMENT
P.A.E.	PRIVATE ACCESS EASEMENT
■	INDICATES SET PERMANENT REFERENCE MONUMENT (5/8" X 18" SET IRON ROD CAPPED "PRM LB 6897") (UNLESS OTHERWISE NOTED)
◉	PERMANENT CONTROL POINT
•	POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY OR POINT OF REVERSE CURVATURE.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF HACIENDA LAKES OF NAPLES, PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS BEING NORTH 87°25'45" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

3. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.

4. UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR.

5. THE PROPERTY IS SUBJECT TO GRANT OF EASEMENT IN FAVOR OF COMCAST OF COLORADO/FLORIDA/MICHIGAN/NEW MEXICO/PENNSYLVANIA/WASHINGTON, LLC RECORDED OCTOBER 19, 2015 IN BOOK 5205, PAGE 2194 AND RECORDED MARCH 6, 2017, IN OFFICIAL RECORDS BOOK 5368, PAGE 2612, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND IS BLANKET IN NATURE.

6. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HACIENDA LAKES OF NAPLES NORTH, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

7. THIS PROJECT LIES WITHIN THE HACIENDA LAKES OF NAPLES MPUD, PER ORDINANCE 2011-41, AS AMENDED.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	10000.00	0°41'08"	119.65'	119.65'	S 16°23'43" W
C2	1440.00	28°10'27"	708.09'	700.98'	S 30°08'22" W

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

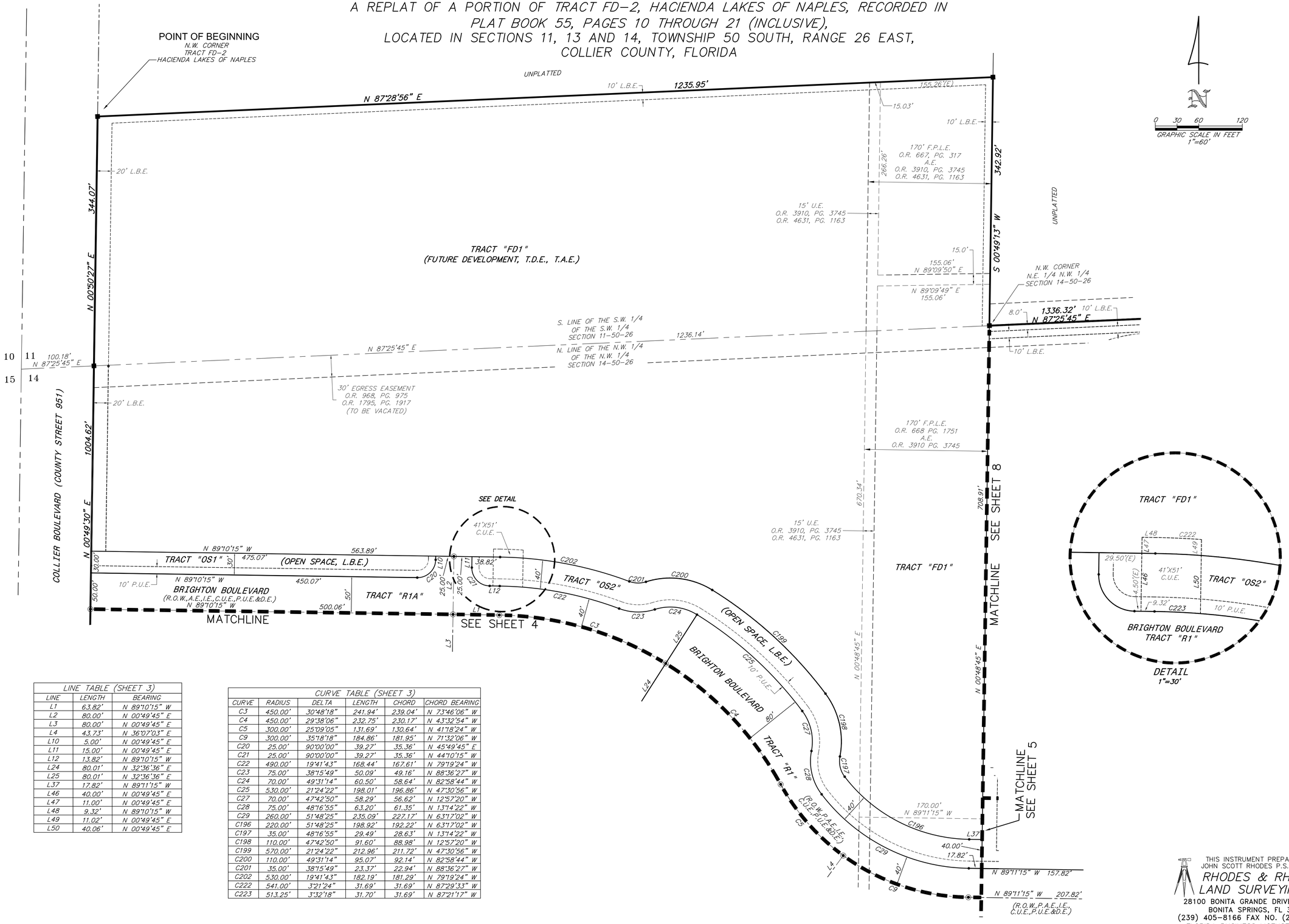
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Hacienda North - Phase 1

PLAT BOOK ___ PAGE ___

SHEET 3 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 3)		
LINE	LENGTH	BEARING
L1	63.82'	N 89°10'15" W
L2	80.00'	N 00°49'45" E
L3	80.00'	N 00°49'45" E
L4	43.73'	N 36°07'03" E
L10	5.00'	N 00°49'45" E
L11	15.00'	N 00°49'45" E
L12	13.82'	N 89°10'15" W
L24	80.01'	N 32°36'36" E
L25	80.01'	N 32°36'36" E
L37	17.82'	N 89°11'15" W
L46	40.00'	N 00°49'45" E
L47	11.00'	N 00°49'45" E
L48	9.32'	N 89°10'15" W
L49	11.02'	N 00°49'45" E
L50	40.06'	N 00°49'45" E

CURVE TABLE (SHEET 3)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	450.00'	30°48'18"	241.94'	239.04'	N 73°46'06" W
C4	450.00'	29°38'06"	232.75'	230.17'	N 43°32'54" W
C5	300.00'	25°09'05"	131.69'	130.64'	N 41°18'24" W
C9	300.00'	35°18'18"	184.86'	181.95'	N 71°32'06" W
C20	25.00'	90°00'00"	39.27'	35.36'	N 45°49'45" E
C21	25.00'	90°00'00"	39.27'	35.36'	N 44°10'15" W
C22	490.00'	19°41'43"	168.44'	167.61'	N 79°19'24" W
C23	75.00'	38°15'49"	50.09'	49.16'	N 88°36'27" W
C24	70.00'	49°31'14"	60.50'	58.64'	N 82°58'44" W
C25	530.00'	21°24'22"	198.01'	196.86'	N 47°30'56" W
C27	70.00'	47°42'50"	58.29'	56.62'	N 12°57'20" W
C28	75.00'	48°16'55"	63.20'	61.35'	N 13°14'22" W
C29	260.00'	51°48'25"	235.09'	227.17'	N 63°17'02" W
C196	220.00'	51°48'25"	198.92'	192.22'	N 63°17'02" W
C197	35.00'	48°16'55"	29.49'	28.63'	N 13°14'22" W
C198	110.00'	47°42'50"	91.60'	88.98'	N 12°57'20" W
C199	570.00'	21°24'22"	212.96'	211.72'	N 47°30'56" W
C200	110.00'	49°31'14"	95.07'	92.14'	N 82°58'44" W
C201	35.00'	38°15'49"	23.37'	22.94'	N 88°36'27" W
C202	530.00'	19°41'43"	182.19'	181.29'	N 79°19'24" W
C222	541.00'	3°21'24"	31.69'	31.69'	N 87°29'33" W
C223	513.25'	3°32'18"	31.70'	31.69'	N 87°21'17" W

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
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Hacienda North - Phase 1

PLAT BOOK ___ PAGE ___

SHEET 4 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

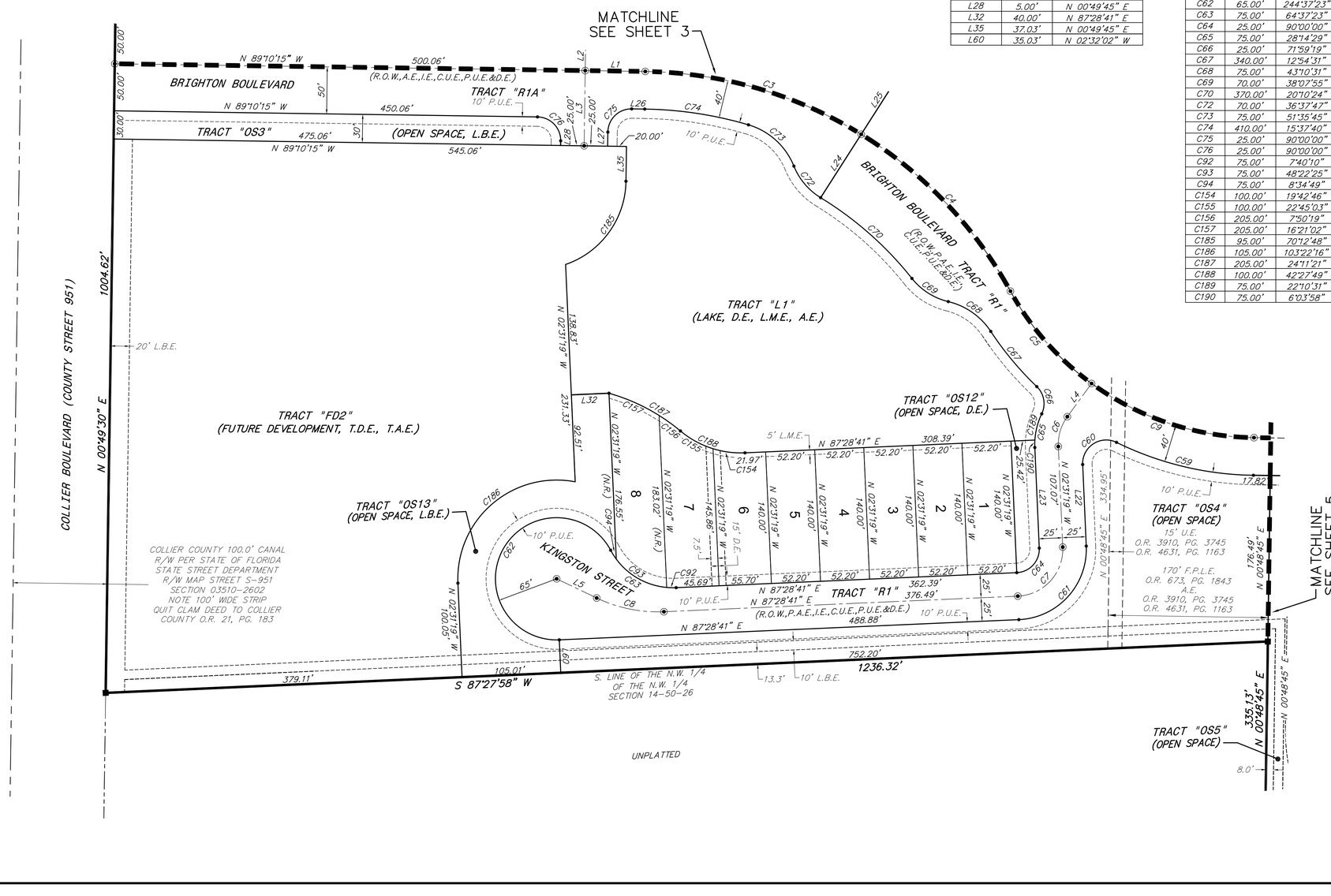
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GRAPHIC SCALE IN FEET
1"=60'

LINE TABLE (SHEET 4)		
LINE	LENGTH	BEARING
L1	63.82'	N 89°10'15" W
L2	80.00'	N 00°49'45" E
L3	80.00'	N 00°49'45" E
L4	43.73'	N 36°07'03" E
L5	47.25'	N 64°23'19" W
L22	86.79'	N 02°31'19" W
L23	107.07'	N 02°31'19" W
L24	80.01'	N 32°36'36" E
L25	80.01'	N 32°36'36" E
L26	13.82'	N 89°10'15" W
L27	15.00'	N 00°49'45" E
L28	5.00'	N 00°49'45" E
L32	40.00'	N 87°28'41" E
L35	37.03'	N 00°49'45" E
L60	35.03'	N 02°32'02" W

CURVE TABLE (SHEET 4)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	450.00'	30°48'18"	241.94'	239.04'	N 73°46'06" W
C4	450.00'	29°38'06"	232.75'	230.17'	N 43°32'54" W
C5	300.00'	25°09'05"	131.69'	130.64'	N 41°18'24" W
C6	50.00'	38°38'22"	33.72'	33.08'	N 16°47'52" E
C7	50.00'	90°00'00"	78.54'	70.71'	N 42°28'41" E
C8	150.00'	28°08'00"	73.65'	72.91'	N 78°27'19" W
C9	300.00'	35°18'18"	184.86'	181.95'	N 71°32'06" W
C25	530.00'	21°24'22"	198.01'	196.86'	N 47°30'56" W
C59	340.00'	25°25'08"	150.84'	149.60'	N 76°28'41" W
C60	25.00'	118°45'12"	51.82'	43.03'	N 56°51'17" E
C61	75.00'	90°00'00"	117.81'	106.07'	N 42°28'41" E
C62	65.00'	244°37'23"	277.52'	109.87'	N 29°47'23" E
C63	75.00'	64°37'23"	84.59'	80.18'	N 60°12'37" W
C64	25.00'	90°00'00"	39.27'	35.36'	N 42°28'41" E
C65	75.00'	28°14'29"	36.97'	36.59'	N 11°35'56" E
C66	25.00'	71°59'19"	31.41'	29.39'	N 10°16'29" W
C67	340.00'	12°54'31"	76.60'	76.44'	N 39°48'53" W
C68	75.00'	43°10'31"	56.52'	55.19'	N 54°56'53" W
C69	70.00'	38°07'55"	46.59'	45.73'	N 57°28'11" W
C70	370.00'	20°10'24"	130.27'	129.60'	N 48°29'25" W
C72	70.00'	36°37'47"	44.75'	43.99'	N 40°15'44" W
C73	75.00'	51°35'45"	67.54'	65.28'	N 47°44'43" W
C74	410.00'	15°37'40"	111.83'	111.48'	N 81°21'25" W
C75	25.00'	90°00'00"	39.27'	35.36'	N 45°49'45" E
C76	25.00'	90°00'00"	39.27'	35.36'	N 44°10'15" W
C92	75.00'	7°40'10"	10.04'	10.03'	N 88°41'14" W
C93	75.00'	48°22'25"	63.32'	61.46'	N 60°39'57" W
C94	75.00'	8°34'49"	11.23'	11.22'	N 32°11'20" W
C154	100.00'	19°42'46"	34.41'	34.24'	N 82°39'56" W
C155	100.00'	22°45'03"	39.71'	39.45'	N 61°26'01" W
C156	205.00'	7°50'19"	28.05'	28.02'	N 53°58'39" W
C157	205.00'	16°21'02"	58.50'	58.30'	N 66°04'19" W
C185	95.00'	70°12'48"	116.42'	109.27'	N 35°56'09" E
C186	105.00'	103°22'16"	189.44'	164.77'	N 49°09'49" E
C187	205.00'	24°11'21"	86.55'	85.91'	N 62°09'10" W
C188	100.00'	42°27'49"	74.11'	72.43'	N 71°17'24" W
C189	75.00'	22°10'31"	29.03'	28.85'	N 14°37'55" E
C190	75.00'	6°03'58"	7.94'	7.94'	N 00°30'40" E



THIS INSTRUMENT PREPARED BY:
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(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

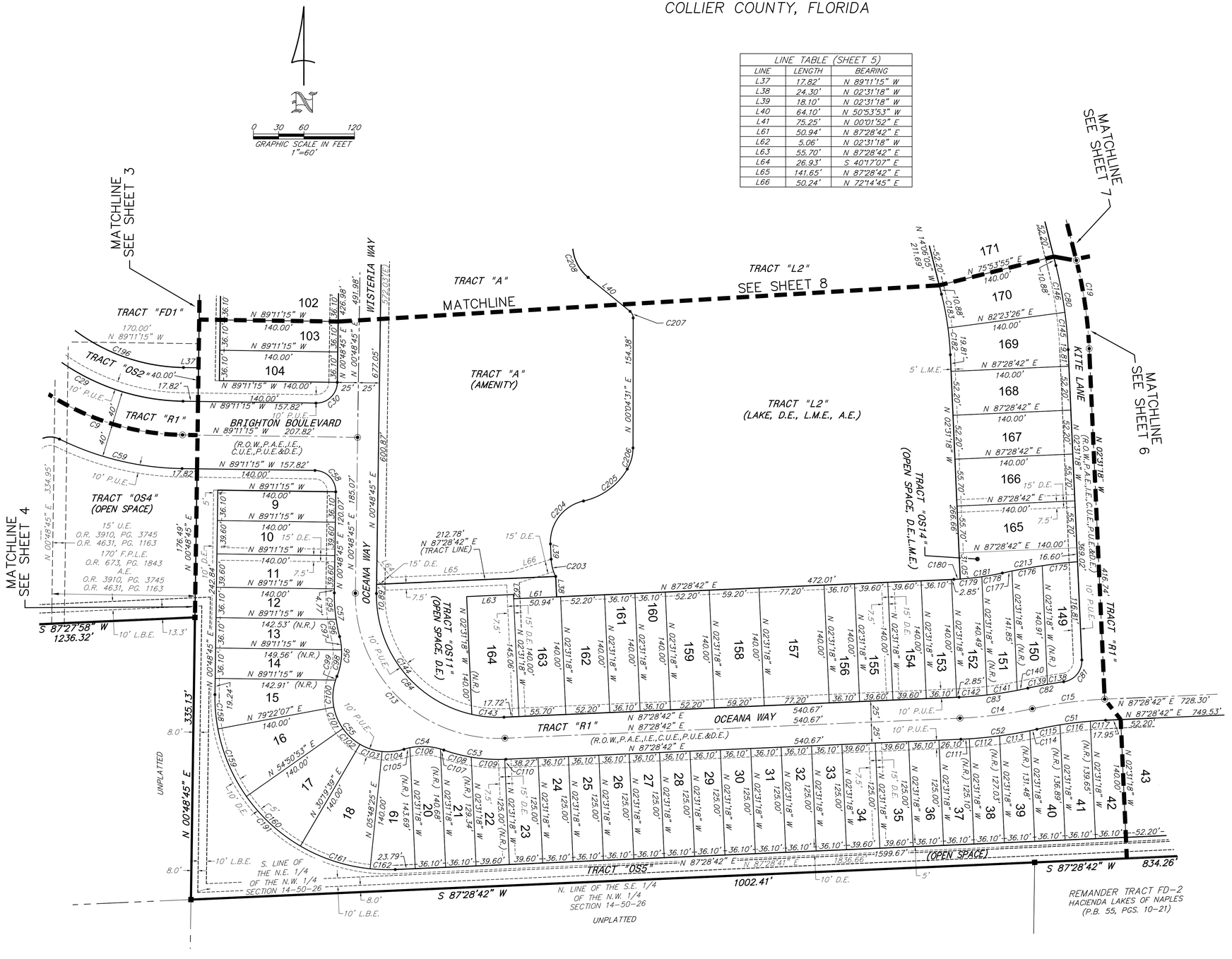
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Hacienda North - Phase 1

PLAT BOOK ___ PAGE ___

SHEET 5 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 5)

LINE	LENGTH	BEARING
L37	17.82'	N 89°11'15" W
L38	24.30'	N 02°31'18" W
L39	18.10'	N 02°31'18" W
L40	64.10'	N 50°53'53" W
L41	75.25'	N 00°01'52" E
L61	50.94'	N 87°28'42" E
L62	5.06'	N 02°31'18" W
L63	55.70'	N 87°28'42" E
L64	26.93'	S 40°17'07" E
L65	141.65'	N 87°28'42" E
L66	50.24'	N 72°14'45" E

CURVE TABLE (SHEET 5)

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C9	300.00'	35°18'18"	184.86'	181.95'	N 71°32'06" W
C13	170.00'	93°20'03"	276.93'	247.31'	N 45°51'17" W
C14	500.00'	9°56'11"	86.71'	86.60'	N 82°30'36" E
C15	500.00'	9°56'11"	86.71'	86.60'	N 82°30'36" E
C19	525.00'	11°34'46"	106.10'	105.92'	N 08°18'41" W
C29	260.00'	51°48'25"	235.09'	227.17'	N 63°17'02" W
C30	25.00'	90°00'00"	39.27'	35.36'	N 45°48'45" E
C51	475.00'	9°56'11"	82.38'	82.27'	N 82°30'36" E
C52	525.00'	9°56'11"	91.05'	90.93'	N 82°30'36" E
C53	195.00'	21°59'45"	74.86'	74.40'	N 81°31'26" W
C54	75.00'	36°48'34"	48.18'	47.36'	N 88°55'50" W
C55	65.00'	129°34'22"	147.00'	117.61'	N 42°32'56" W
C56	75.00'	36°48'34"	48.18'	47.36'	N 03°49'58" E
C57	195.00'	15°23'03"	52.36'	52.20'	N 06°52'47" W
C58	25.00'	90°00'00"	39.27'	35.36'	N 44°11'15" W
C59	340.00'	25°25'08"	150.84'	149.60'	N 76°28'41" W
C80	500.00'	11°34'46"	101.05'	100.88'	N 08°18'41" W
C81	25.00'	84°47'03"	36.99'	33.71'	N 39°52'13" E
C82	525.00'	4°43'14"	43.25'	43.24'	N 79°54'08" E
C83	475.00'	9°56'11"	82.38'	82.27'	N 82°30'36" E
C84	145.00'	93°20'03"	236.20'	210.94'	N 45°51'17" W
C95	195.00'	9°14'47"	31.47'	31.44'	N 03°48'39" W
C96	195.00'	6°08'16"	20.89'	20.88'	N 11°30'11" W
C97	75.00'	12°10'39"	15.94'	15.91'	N 08°28'59" W
C98	75.00'	24°37'55"	32.24'	32.00'	N 09°55'18" E
C99	65.00'	4°12'42"	4.78'	4.78'	N 20°07'54" E
C100	65.00'	28°39'26"	32.51'	32.17'	N 03°41'50" E
C101	65.00'	24°31'14"	27.82'	27.61'	N 22°53'30" W
C102	65.00'	24°31'14"	27.82'	27.61'	N 47°24'44" W
C103	65.00'	24°31'14"	27.82'	27.61'	N 71°55'58" W
C104	65.00'	23°08'32"	26.25'	26.08'	N 84°14'09" E
C105	75.00'	5°36'05"	7.33'	7.33'	N 75°27'56" E
C106	75.00'	27°57'01"	36.59'	36.23'	N 87°45'31" W
C107	75.00'	3°15'28"	4.26'	4.26'	N 72°09'17" W
C108	195.00'	9°52'44"	33.62'	33.58'	N 75°27'55" W
C109	195.00'	11°43'32"	39.91'	39.84'	N 86°16'03" W
C110	195.00'	0°23'30"	1.33'	1.33'	N 87°40'27" E
C111	525.00'	1°05'30"	10.00'	10.00'	N 86°55'57" E
C112	525.00'	3°56'46"	36.16'	36.15'	N 84°24'49" E
C113	525.00'	3°58'13"	36.38'	36.37'	N 80°27'19" E
C114	525.00'	0°55'42"	8.51'	8.51'	N 78°00'22" E
C115	475.00'	3°22'41"	28.00'	28.00'	N 79°13'51" E
C116	475.00'	4°22'06"	36.21'	36.21'	N 83°06'14" E
C117	475.00'	2°11'25"	18.16'	18.16'	N 86°23'00" E
C138	525.00'	2°07'38"	19.49'	19.49'	N 81°11'56" E
C139	525.00'	2°35'36"	23.76'	23.76'	N 78°50'19" E
C140	475.00'	1°32'26"	12.77'	12.77'	N 78°18'44" E
C141	475.00'	4°22'52"	36.32'	36.31'	N 81°16'23" E
C142	475.00'	4°00'52"	33.28'	33.28'	N 85°28'16" E
C143	145.00'	15°11'04"	38.43'	38.32'	N 84°55'46" W
C144	145.00'	78°08'59"	197.78'	182.80'	N 38°15'45" W
C145	500.00'	5°05'16"	44.40'	44.38'	N 05°03'56" W
C146	500.00'	6°29'30"	56.65'	56.62'	N 10°51'19" W
C158	205.00'	11°26'38"	40.94'	40.88'	N 04°54'34" W
C159	205.00'	24°31'14"	87.73'	87.06'	N 22°53'30" W
C160	205.00'	24°31'14"	87.73'	87.06'	N 47°24'44" W
C161	205.00'	24°31'14"	87.73'	87.06'	N 71°55'58" W
C162	205.00'	8°19'43"	29.80'	29.77'	N 88°21'26" W
C175	665.00'	3°38'12"	42.21'	42.20'	N 83°30'20" E
C176	665.00'	3°08'12"	36.40'	36.40'	N 80°07'08" E
C177	665.00'	1°00'31"	11.71'	11.71'	N 78°02'47" E
C178	335.00'	4°14'22"	24.79'	24.78'	N 79°39'42" E
C179	335.00'	5°41'49"	33.31'	33.30'	N 84°37'47" E
C180	335.00'	1°17'32"	7.56'	7.56'	N 86°49'56" E
C181	335.00'	8°38'39"	50.54'	50.49'	N 81°51'50" E
C182	360.00'	5°05'16"	31.97'	31.96'	N 05°03'56" W
C183	360.00'	6°29'30"	40.79'	40.77'	N 10°51'19" W
C191	205.00'	93°20'03"	333.94'	298.23'	N 45°51'17" W
C196	220.00'	51°48'25"	198.92'	192.22'	N 63°17'02" W
C203	50.00'	24°27'18"	21.34'	21.18'	N 14°44'57" W
C204	50.00'	80°07'06"	69.92'	64.36'	N 37°32'15" E
C205	80.00'	47°28'06"	66.28'	64.40'	N 53°51'45" E
C206	50.00'	30°03'12"	26.23'	25.93'	N 15°06'06" E
C207	10.00'	50°58'23"	8.90'	8.61'	N 25°24'41" W
C208	50.00'	50°55'45"	44.44'	43.00'	N 25°26'00" W
C209	30.13'	16°12'43"	8.52'	8.50'	N 08°06'33" W
C213	665.00'	7°46'55"	90.32'	90.25'	N 81°25'58" E

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
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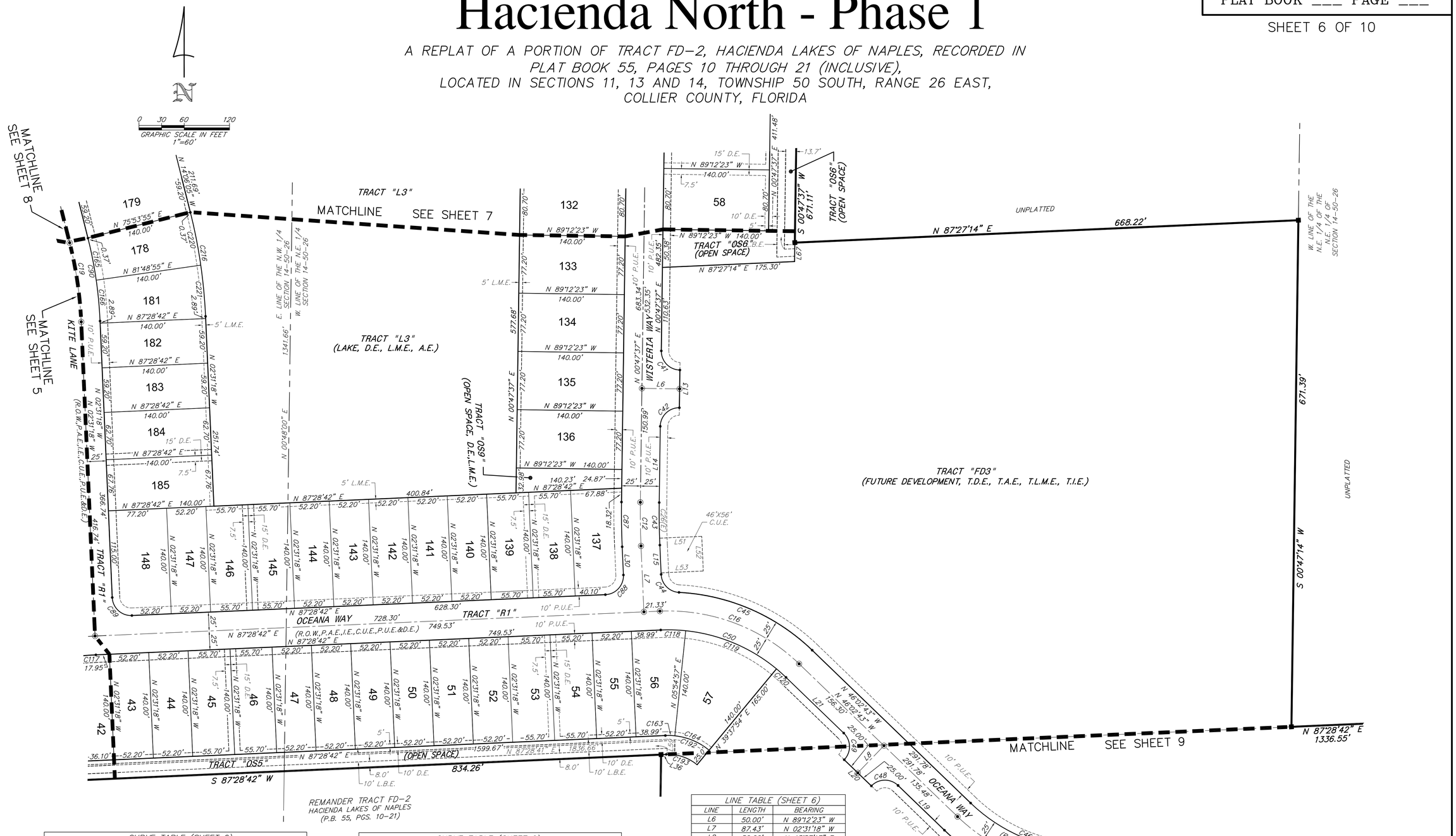
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PLAT BOOK ___ PAGE ___

SHEET 6 OF 10

Hacienda North - Phase 1

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA


N
0 30 60 120
GRAPHIC SCALE IN FEET
1"=60'
MATCHLINE SEE SHEET 8
MATCHLINE SEE SHEET 5
MATCHLINE SEE SHEET 7
MATCHLINE SEE SHEET 9
KITE LANE
(R.O.W.,P.A.E.,I.E.,C.U.E.,P.U.E.&D.E.)
TRACT "L3"
(LAKE, D.E., L.M.E., A.E.)
TRACT "OS9"
(OPEN SPACE, D.E.,L.M.E.)
TRACT "OS8"
(OPEN SPACE)
TRACT "OS6"
(OPEN SPACE)
TRACT "OS5"
(OPEN SPACE)
TRACT "FD3"
(FUTURE DEVELOPMENT, T.D.E., T.A.E., T.L.M.E., T.I.E.)
TRACT "R1"
OCEANA WAY
WISTERIA WAY
UNPLATTED
E. LINE OF THE N.W. 1/4 SECTION 14-50-26
W. LINE OF THE N.E. 1/4 SECTION 14-50-26
W. LINE OF THE N.E. 1/4 OF SECTION 14-50-26
46'X56' C.U.E.
REMAINDER TRACT FD-2
HACIENDA LAKES OF NAPLES
(P.B. 55, PGS. 10-21)
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43
42
N 87°27'14" E 668.22'
N 87°28'42" E 1336.55'
S 87°28'42" W 834.26'
S 00°47'37" W 671.11'
S 00°47'47" W 671.39'
N 87°28'42" E 1599.67'
N 87°28'42" E 1836.66'
N 87°28'42" E 749.53'
N 87°28'42" E 628.30'
N 87°28'42" E 400.84'
N 87°28'42" E 140.23' 24.87'
N 87°28'42" E 175.30'
N 87°28'42" E 728.30'
N 87°28'42" E 749.53'
N 87°28'42" E 291.78'
N 87°28'42" E 291.78'
N 87°28'42" E 1341.66'
N 00°48'00" E 1341.66'
N 00°47'37" E 683.34'
N 00°47'37" E 532.35'
N 00°47'37" E 102.62'
N 00°47'37" E 411.48'
N 00°47'37" E 492.35'
N 00°47'37" E 150.99'
N 00°47'37" E 77.20'
N 00°47'37" E 80.70'
N 00°47'37" E 80.20'
N 00°47'37" E 77.20'
N 00°47'37" E 77.20'
N 00°47'37" E 77

Hacienda North - Phase 1

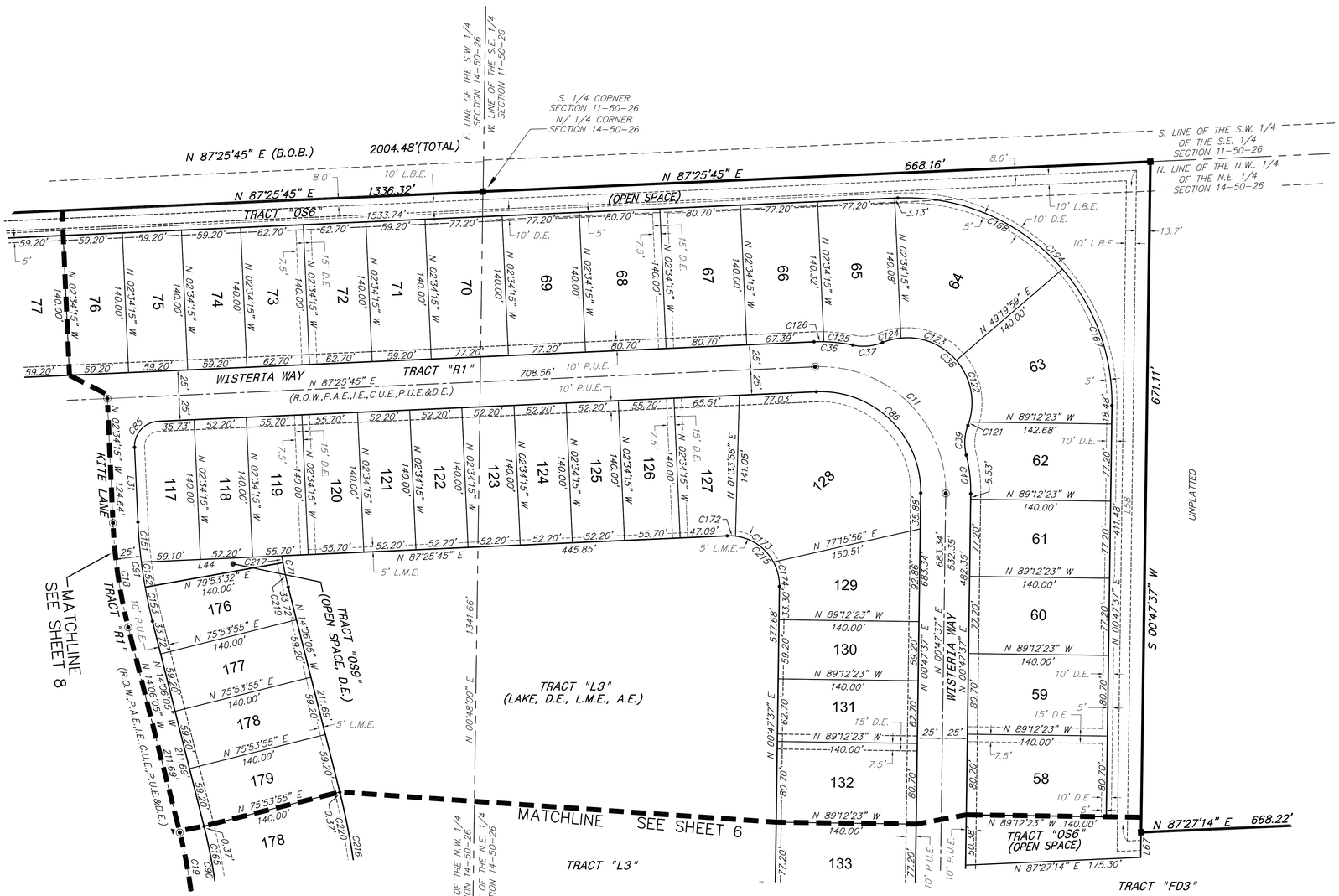
A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___

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GRAPHIC SCALE IN FEET
1"=60'



LINE TABLE (SHEET 7)		
LINE	LENGTH	BEARING
L31	74.64'	N 02°34'15" W
L44	140.64'	N 87°25'45" E
L58	671.11'	N 00°47'37" E
L67	25.04'	S 00°47'37" W

CURVE TABLE (SHEET 7)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C11	125.00'	93°21'51"	203.69'	181.89'	N 45°53'19" W
C18	525.00'	11°31'50"	105.65'	105.48'	N 08°20'10" W
C19	525.00'	11°34'46"	106.10'	105.92'	N 08°18'41" W
C36	150.00'	14°53'40"	38.99'	38.88'	N 85°07'24" W
C37	50.00'	34°34'42"	30.18'	29.72'	N 85°02'05" E
C38	65.00'	132°43'55"	150.58'	119.10'	N 45°53'19" W
C39	50.00'	34°34'42"	30.18'	29.72'	N 03°11'17" E
C40	150.00'	14°53'40"	38.99'	38.88'	N 06°39'13" W
C71	360.00'	5°05'38"	32.01'	31.99'	N 11°33'16" W
C85	25.00'	90°00'00"	39.27'	35.36'	N 42°25'45" E
C86	100.00'	93°21'51"	162.95'	145.51'	N 45°53'19" W
C90	550.00'	11°34'46"	111.16'	110.97'	N 08°18'41" W
C91	500.00'	11°31'50"	100.62'	100.45'	N 08°20'10" W
C121	65.00'	3°10'05"	3.59'	3.59'	N 18°53'36" E
C122	65.00'	57°58'35"	65.77'	63.00'	N 11°40'44" W
C123	65.00'	54°40'01"	62.02'	59.69'	N 68°00'02" W
C124	65.00'	16°55'14"	19.20'	19.13'	N 76°12'21" E
C125	150.00'	11°08'41"	29.18'	29.13'	N 83°14'55" W
C126	150.00'	3°44'59"	9.82'	9.82'	N 89°18'15" E
C151	500.00'	4°37'47"	40.40'	40.39'	N 04°53'08" W
C152	500.00'	2°54'26"	25.37'	25.37'	N 08°39'15" W
C153	500.00'	3°59'36"	34.85'	34.84'	N 12°06'16" W
C165	550.00'	5°54'59"	56.79'	56.77'	N 11°08'35" W
C166	550.00'	5°39'47"	54.36'	54.34'	N 05°21'12" W
C167	205.00'	41°27'38"	148.34'	145.13'	N 19°56'12" W
C168	205.00'	51°54'13"	185.71'	179.42'	N 66°37'08" W
C172	50.00'	9°29'36"	8.28'	8.28'	N 87°49'27" W
C173	50.00'	54°43'11"	47.75'	45.96'	N 55°43'03" W
C174	50.00'	29°09'05"	25.44'	25.17'	N 13°46'55" W
C194	205.00'	93°21'51"	334.05'	298.30'	N 45°53'19" W
C215	50.00'	93°21'51"	81.48'	72.76'	N 45°53'19" W
C216	690.00'	11°34'46"	139.45'	139.21'	N 08°18'41" W
C217	360.00'	1°06'01"	6.91'	6.91'	N 09°33'28" W
C219	360.00'	3°59'36"	25.09'	25.09'	N 12°06'16" W
C220	690.00'	5°54'59"	71.25'	71.22'	N 11°08'35" W

THIS INSTRUMENT PREPARED BY:
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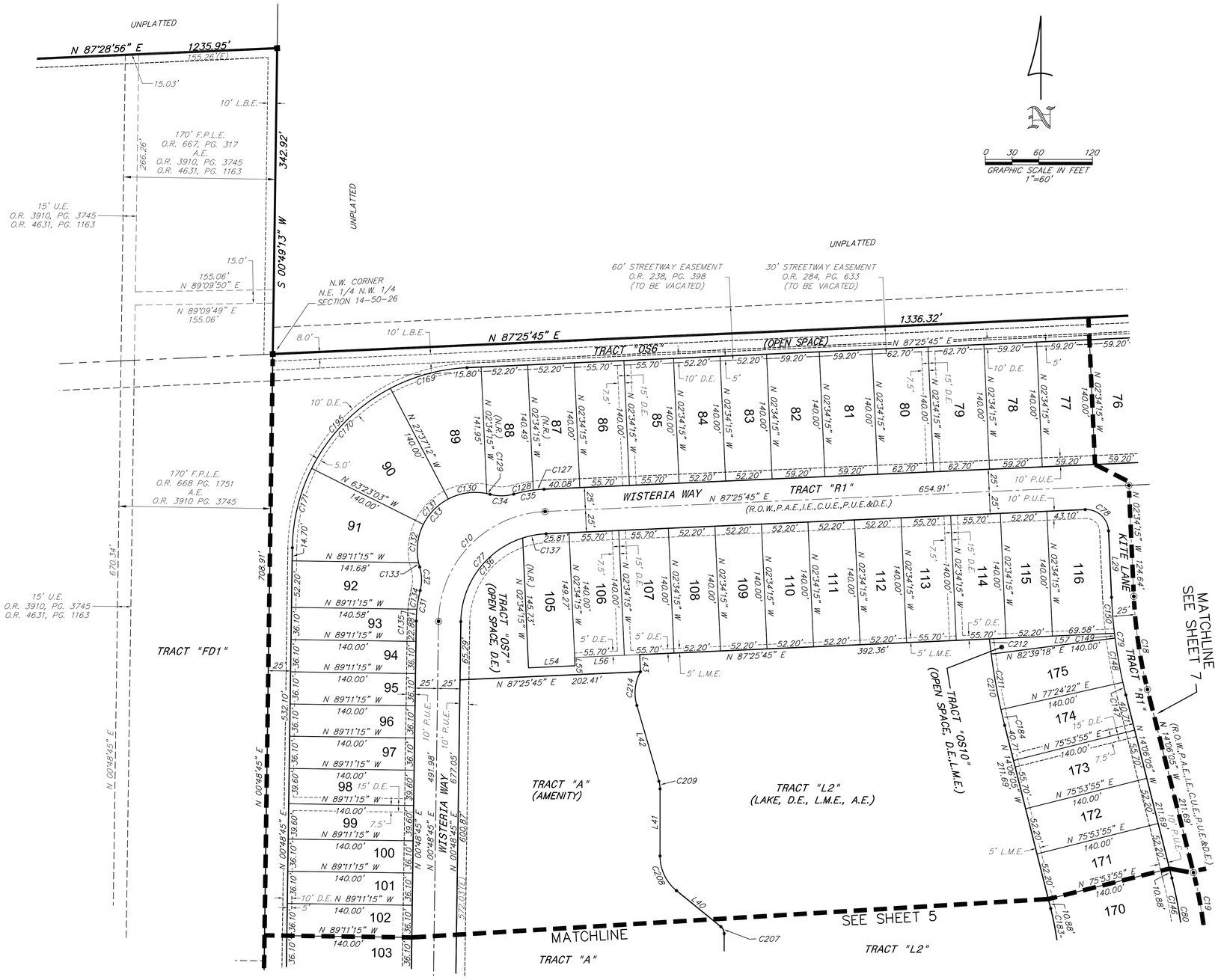
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PLAT BOOK ___ PAGE ___

SHEET 8 OF 10

Hacienda North - Phase 1

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 8)		
LINE	LENGTH	BEARING
L29	74.64'	N 02°34'15" W
L40	64.10'	N 50°53'53" W
L41	75.25'	N 00°01'52" E
L42	88.63'	N 16°14'58" W
L43	19.27'	N 02°34'15" W
L54	52.20'	N 87°25'45" E
L55	9.27'	N 02°34'15" W
L56	72.92'	N 87°25'45" E
L57	140.30'	N 87°25'45" E

CURVE TABLE (SHEET 8)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C10	125.00'	86°37'00"	188.97'	171.48'	N 44°07'15" E
C18	525.00'	11°31'50"	105.65'	105.48'	N 08°20'10" W
C19	525.00'	11°34'46"	106.10'	105.92'	N 08°18'41" W
C31	150.00'	13°11'56"	34.55'	34.48'	N 07°24'43" E
C32	50.00'	30°38'02"	26.73'	26.42'	N 01°18'20" W
C33	65.00'	121°29'13"	137.82'	113.42'	N 44°07'15" E
C34	50.00'	30°38'02"	26.73'	26.42'	N 89°32'50" E
C35	150.00'	13°11'56"	34.55'	34.48'	N 80°49'47" E
C77	100.00'	86°37'00"	151.17'	137.19'	N 44°07'15" E
C78	25.00'	90°00'00"	39.27'	35.36'	N 47°34'15" W
C79	550.00'	11°31'50"	110.69'	110.50'	N 08°20'10" W
C80	500.00'	11°34'46"	101.05'	100.88'	N 08°18'41" W
C127	150.00'	4°38'05"	12.13'	12.13'	N 85°06'43" E
C128	150.00'	8°33'51"	22.42'	22.40'	N 78°30'45" E
C129	65.00'	3°21'50"	3.82'	3.82'	N 76°49'04" W
C130	65.00'	39°07'14"	44.38'	43.52'	N 81°56'24" E
C131	65.00'	35°45'51"	40.57'	39.92'	N 44°29'52" E
C132	65.00'	38°52'36"	44.10'	43.26'	N 07°10'39" E
C133	65.00'	4°21'42"	4.95'	4.95'	N 14°26'30" W
C134	150.00'	8°08'33"	21.32'	21.30'	N 09°56'25" E
C135	150.00'	5°03'23"	13.24'	13.23'	N 03°20'26" E
C136	100.00'	71°18'49"	124.47'	116.59'	N 36°28'09" E
C137	100.00'	15°18'11"	26.71'	26.63'	N 79°46'40" E
C146	500.00'	6°29'30"	56.65'	56.62'	N 10°51'19" W
C147	550.00'	1°30'26"	14.47'	14.47'	N 13°20'51" W
C148	550.00'	5°14'56"	50.39'	50.37'	N 09°58'10" W
C149	550.00'	0°33'58"	5.44'	5.44'	N 07°03'43" W
C150	550.00'	4°12'29"	40.39'	40.39'	N 04°40'29" W
C169	205.00'	25°02'58"	89.62'	88.91'	N 74°54'16" E
C170	205.00'	35°45'51"	127.96'	125.89'	N 44°29'52" E
C171	205.00'	25°48'12"	92.32'	91.54'	N 13°42'51" E
C183	360.00'	6°29'30"	40.79'	40.77'	N 10°51'19" W
C184	690.00'	1°30'26"	18.15'	18.15'	N 13°20'51" W
C195	205.00'	86°37'00"	309.91'	281.23'	N 44°07'15" E
C205	80.00'	47°28'06"	66.28'	64.40'	N 53°51'45" E
C206	50.00'	30°03'12"	26.23'	25.93'	N 15°06'06" E
C207	10.00'	50°58'23"	8.90'	8.61'	N 25°24'41" W
C208	50.00'	50°55'45"	44.44'	43.00'	N 25°26'00" W
C209	30.13'	16°12'43"	8.52'	8.50'	N 08°06'33" W
C210	690.00'	8°10'39"	98.48'	98.39'	N 10°00'45" W
C211	690.00'	5°14'56"	63.21'	63.19'	N 09°58'10" W
C212	690.00'	1°25'16"	17.11'	17.11'	N 06°38'04" W
C214	50.00'	44°38'51"	38.96'	37.98'	N 06°04'28" E

THIS INSTRUMENT PREPARED BY:
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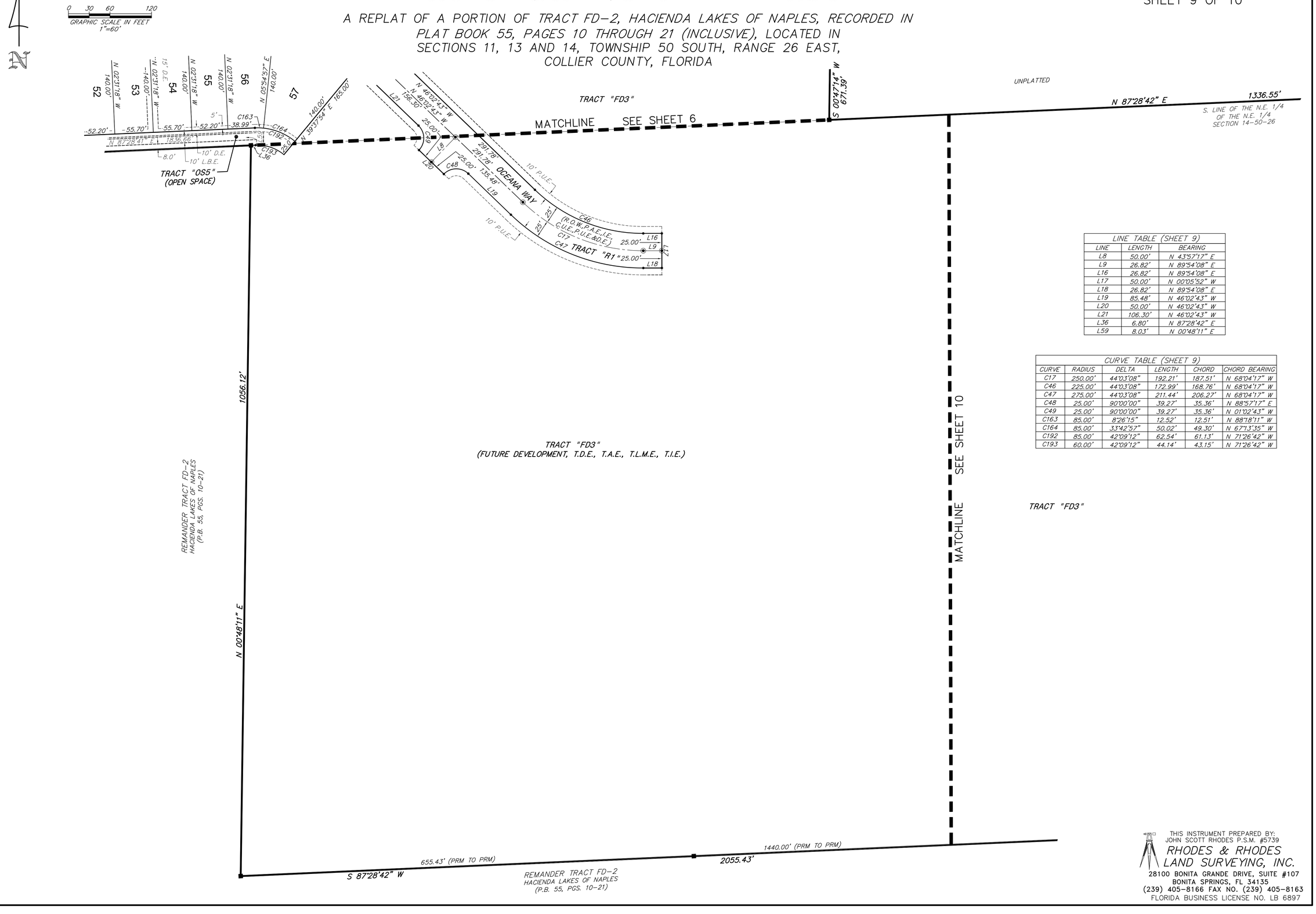
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Hacienda North - Phase 1

PLAT BOOK ___ PAGE ___

SHEET 9 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



LINE TABLE (SHEET 9)		
LINE	LENGTH	BEARING
L8	50.00'	N 43°57'17" E
L9	26.82'	N 89°54'08" E
L16	26.82'	N 89°54'08" E
L17	50.00'	N 00°05'52" W
L18	26.82'	N 89°54'08" E
L19	85.48'	N 46°02'43" W
L20	50.00'	N 46°02'43" W
L21	106.30'	N 46°02'43" W
L36	6.80'	N 87°28'42" E
L59	8.03'	N 00°48'11" E

CURVE TABLE (SHEET 9)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C17	250.00'	44°03'08"	192.21'	187.51'	N 68°04'17" W
C46	225.00'	44°03'08"	172.99'	168.76'	N 68°04'17" W
C47	275.00'	44°03'08"	211.44'	206.27'	N 68°04'17" W
C48	25.00'	90°00'00"	39.27'	35.36'	N 88°57'17" E
C49	25.00'	90°00'00"	39.27'	35.36'	N 01°02'43" W
C163	85.00'	8°26'15"	12.52'	12.51'	N 88°18'11" W
C164	85.00'	33°42'57"	50.02'	49.30'	N 67°13'35" W
C192	85.00'	42°09'12"	62.54'	61.13'	N 71°26'42" W
C193	60.00'	42°09'12"	44.14'	43.15'	N 71°26'42" W

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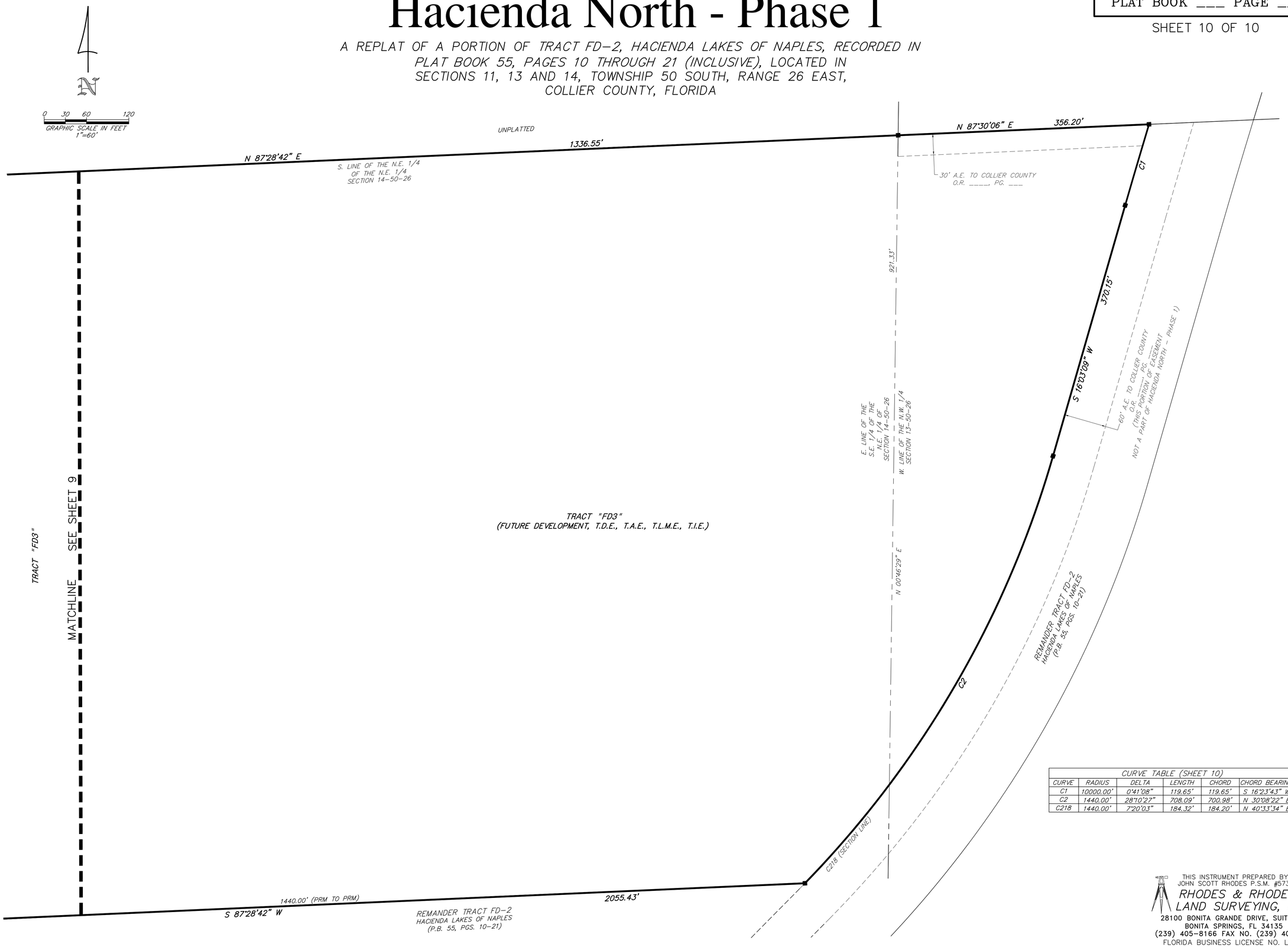
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PLAT BOOK ___ PAGE ___

SHEET 10 OF 10

A REPLAT OF A PORTION OF TRACT FD-2, HACIENDA LAKES OF NAPLES, RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21 (INCLUSIVE), LOCATED IN SECTIONS 11, 13 AND 14, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



CURVE TABLE (SHEET 10)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	10000.00'	0°41'08"	119.65'	119.65'	S 16°23'43" W
C2	1440.00'	28°10'27"	708.09'	700.98'	N 30°08'22" E
C218	1440.00'	7°20'03"	184.32'	184.20'	N 40°33'34" E

THIS INSTRUMENT PREPARED BY:
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