

Hacienda North Community Development District

707 Orchid Drive, Naples, FL 34102
P. 239-269-1341

**BOARD OF SUPERVISORS
HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Monday, November 7, 2022, 9:00 a.m.
4001 Tamiami Trail N. Suite 300
Naples, Florida 34103

I. Roll Call.

II. Public Comments on Agenda Items.

III. Organizational Matters:

None to be considered at this time.

IV. Administrative Matters

- **Open Public Hearing**

- A. Consideration of Resolution 2023-1:** A Resolution of the Board of Supervisors of the Hacienda North Community Development District relating to the annual appropriations of the District and adopting the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and referencing the maintenance and benefit special assessments to be levied by the District for said fiscal year.

Exhibit 1

- **Close Public Hearing**

- B. Consideration of Hacienda North Community Development District FY 2022-2023 Budget Funding Agreement:** This agreement is made and entered into between Hacienda Lakes of Naples LLC and the Hacienda North Community Development District.

Exhibit 2

- **Open Second Public Hearing**

- C. Consideration of Resolution 2023-2:** A Resolution of the Board of Supervisors of the Hacienda North Community Development District relating to the annual appropriations of the District and adopting the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and referencing the maintenance and benefit special assessments to be levied by the District for said fiscal year.

Exhibit 3

- **Close Second Public Hearing**

D. Affidavit of Publication

Exhibit 4

E. Approval of Minutes of the October 17, 2022 Supervisors Meeting.

Exhibit 5

V. Business Matters

None to be considered at this time

VI. Financial Matters

A. Update on Bond Validation and Series 2022/23 Bond Issue

VII. Staff Reports.

A. Manager.

B. Legal Counsel.

C. Engineer.

VIII. Public Comments

IX. Supervisors' Requests.

X. Adjournment.

EXHIBIT 1

RESOLUTION 2023-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; APPROVING A DEVELOPER FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) a proposed budget for the budget year beginning October 1, 2021 and ending September 30, 2022, along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District filed a copy of the proposed budget (the “**Proposed Budget**”) with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set November 7, 2022, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the fiscal year; and

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

WHEREAS, in order for the Developer to fund a portion of the Budget, the Board desires to approve a form of the Developer Funding Agreement.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and incorporated herein as if written into this section

SECTION 2. BUDGET.

a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 3 below.

b. That the Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2021/2022.

c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as the "Budget for the Hacienda North Community Development District for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022, as Adopted by the Board of Supervisors on November 7, 2022."

d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

SECTION 3. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2021 and ending September 30, 2022, the sum of \$27,087.00* to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$27,087.00
DEBT SERVICE FUND	\$0.00
TOTAL ALL FUNDS	<u>\$27,087.00*</u>

*Not inclusive of any collection costs.

SECTION 4. BUDGET AMENDMENTS. Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the

aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within five (5) days after adoption.

SECTION 5. DEVELOPER FUNDING AGREEMENT. The form of the Developer Funding Agreement, attached as **Exhibit "B"** hereto, is hereby approved in order to fund the Developer's portion of the budget for Fiscal Year 2021/2022.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon the adoption of this Resolution by the Board of Supervisors of the Hacienda North Community Development District.

PASSED AND ADOPTED THIS 7TH DAY OF NOVEMBER, 2022.

ATTEST:

**HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
G. Russell Weyer, Secretary

By: _____
Robert Mulhere, Chairman

Exhibit A: 2021/2022 Budget
Exhibit B: Developer Funding Agreement

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		
MISCELLANEOUS 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 & Casualty)	-	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	\$ -	Approximately \$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

**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.

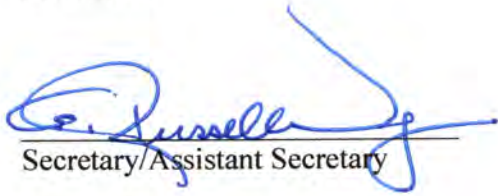
SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this 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:


Secretary/Assistant Secretary

**HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**


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

	<u>BUDGET</u>	
REVENUES		
ON-ROLL ASSESSMENTS		
OFF-ROLL ASSESSMENTS	\$ 27,087	Unplatted Acres
INTEREST REVENUE		
MISCELLANEOUS 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 & Casualty)	-	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	\$ -	Replacement Program
LANDSCAPE REPLACEMENT	\$ -	Mulching twice a year @ \$2,000 each
LANDSCAPE MULCHING	\$ -	Approximately \$200/month
IRRIGATION REPAIRS	\$ -	Approximately \$100/month
ELECTRICITY	\$ -	Cardno Entrix @ \$200/month
WATER USE MONITORING	\$ -	Pressure Cleaning, Painting, etc.
ENTRY MONUMENTS MAINTENANCE	\$ -	Approximately \$100/month
WETLAND MONITORING	\$ -	Annual
SFWMD ERP ANNUAL REPORT	\$ -	Once a year
LAKE TESTING	\$ -	\$1,397 per lake
LAKE MAINTENANCE	\$ -	
TOTAL FIELD OPERATIONS EXPENDITURES	\$ -	
TOTAL EXPENDITURES	\$ 27,087	

Exhibit B

RHODES & RHODES LAND SURVEYING, INC.

2800 BONTA GRANDE DRIVE, #101 NAPLES, FLORIDA 34106
PHONE (888) 406-8106 FAX (888) 406-8106

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

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DESCRIPTION.docx

Page 1 of 4

RHODES & RHODES LAND SURVEYING, INC.

22100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34105
PHONE (888) 465-5185 FAX (888) 465-5183

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 11°30'21" 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

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RHODES & RHODES LAND SURVEYING, INC.

***8800 BONTA GRANDE DRIVE, #101 NAPLES, FLORIDA 34105
PHONE (888) 406-8188 FAX (888) 406-8188***

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.



EXHIBIT 2

**HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT**

This Agreement (the “Agreement”) is made and entered into this 7th day of November, 2023, 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 2022/2023, which year commenced October 1, 2022, and concludes on September 30, 2023 (the “FY 2023 Budget”); and

WHEREAS, the FY 2023 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 2023 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 2023 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2023 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 2023 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 2023 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 2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title 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 2023 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 2023 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2023 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 2022/2023 General Fund Budget

Exhibit B: Description of the Property

Exhibit A

Hacienda North Community Development District FY 2022-2023 Budget

	Fiscal Year Budget	
REVENUES		
CARRY OVER REVENUE TO EQUALIZE ASSESSMENTS	\$	-
ON-ROLL ASSESSMENTS	\$	-
OFF ROLL DEVELOPER ASSESSMENTS	\$	101,325 Direct Bill Off-Roll Assessments
INTEREST REVENUE		-
MISCELLANEOUS REVENUE		-
TOTAL REVENUES	\$	101,325
EXPENDITURES		
ADMINISTRATIVE		
BOARD OF SUPERVISORS PAYROLL	\$	8,000 8 meetings @ \$1,000 each
PAYROLL TAXES		- 17.86%
PAYROLL SERVICE FEE		- 11.21%
MANAGEMENT CONSULTING SERVICES	30,000	\$2,500/Month
ASSESSMENT ADMINISTRATION	10,000	Lien Book, MBS Capital, Tax Collector, U.S. Bank, Itech Mailing Services
ASSESSMENT ROLL PREPARATION	2,500	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	750	Office Supplies, etc.
BANK CHARGES		-
AUDITING	3,500	2019-20 Audit
ACCOUNTING FIRM	6,000	Mattice Business Services - \$500/month
INSURANCE (Liability, Property & Casualty)	6,400	DAO Insurance
LEGAL ADVERTISING	8,000	4 Ads at \$1,250/each and 4 @ \$500/each + \$1,000 contingency
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	12,000	Coleman Yovanovich & Koester
ENGINEERING SERVICES - General	10,000	
NEW ASSESSMENT METHODOLOGY		-
WEBSITE HOSTING & ADMINISTRATION	4,000	Required by State Law - VGlobal Contract Price + Quickbooks
MISCELLANEOUS SERVICES		-
TOTAL ADMINISTRATIVE EXPENDITURES	\$	101,325
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE		-
LANDSCAPE REPLACEMENT		-
LANDSCAPE MULCHING		-
IRRIGATION REPAIRS		-
SOD REPLACEMENT		-
TREE PRUNING		-
MASTER PUMP MAINTENANCE		-
LAKE BANK MAINTENANCE RESERVE		-
ELECTRICITY		-
FOUNTAINS		-
WATER USE MONITORING		-
ENTRY MONUMENTS MAINTENANCE		-
HOLIDAY DECORATIONS		-
WETLAND MONITORING		-
STREET SWEEPING		-
SFWMD ERP ANNUAL REPORT		-
LAKE TESTING		-
SABLE PALM CULVERTS CLEANING		-
LAKE MAINTENANCE		-
TOTAL FIELD OPERATIONS EXPENDITURES	\$	-
TOTAL EXPENDITURES	\$	101,325

Exhibit B

RHODES & RHODES LAND SURVEYING, INC.

88100 BONITA GRANDE DRIVE, #107 NAPLES, FLORIDA 34105
PHONE (888) 406-8168 FAX (888) 406-8163

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

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RHODES & RHODES LAND SURVEYING, INC.

88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185

PHONE (889) 405-8168 FAX (889) 405-8163

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

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\2021-858 LEGAL DESCRIPTION.docx

Page 2 of 4

RHODES & RHODES LAND SURVEYING, INC.

***88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 408-8168 FAX (889) 408-8168***

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.

EXHIBIT 3

RESOLUTION 2023-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; APPROVING A DEVELOPER FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) a proposed budget for the budget year beginning October 1, 2022 and ending September 30, 2023, along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District filed a copy of the proposed budget (the “**Proposed Budget**”) with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set November 7, 2022, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the fiscal year; and

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

WHEREAS, in order for the Developer to fund a portion of the Budget, the Board desires to approve a form of the Developer Funding Agreement.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and incorporated herein as if written into this section

SECTION 2. BUDGET.

a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 3 below.

b. That the Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2022/2023.

c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as the "Budget for the Hacienda North Community Development District for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023, as Adopted by the Board of Supervisors on November 7, 2022."

d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

SECTION 3. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, the sum of \$101,325.00* to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$101,325.00
DEBT SERVICE FUND	\$0.00
TOTAL ALL FUNDS	<u>\$101,325.00*</u>

*Not inclusive of any collection costs.

SECTION 4. BUDGET AMENDMENTS. Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the

aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within five (5) days after adoption.

SECTION 5. DEVELOPER FUNDING AGREEMENT. The form of the Developer Funding Agreement, attached as **Exhibit "B"** hereto, is hereby approved in order to fund the Developer's portion of the budget for Fiscal Year 2022/2023.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon the adoption of this Resolution by the Board of Supervisors of the Hacienda North Community Development District.

PASSED AND ADOPTED THIS 7TH DAY OF NOVEMBER, 2022.

ATTEST:

**HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
G. Russell Weyer, Secretary

By: _____
Robert Mulhere, Chairman

Exhibit A: 2022/2023 Budget
Exhibit B: Developer Funding Agreement

Exhibit A

Hacienda North Community Development District FY 2022-2023 Budget

	Fiscal Year Budget	
REVENUES		
CARRY OVER REVENUE TO EQUALIZE ASSESSMENTS	\$	-
ON-ROLL ASSESSMENTS	\$	-
OFF ROLL DEVELOPER ASSESSMENTS	\$	101,325 Direct Bill Off-Roll Assessments
INTEREST REVENUE		-
MISCELLANEOUS REVENUE		-
TOTAL REVENUES	\$	101,325
EXPENDITURES		
ADMINISTRATIVE		
BOARD OF SUPERVISORS PAYROLL	\$	8,000 8 meetings @ \$1,000 each
PAYROLL TAXES		- 17.86%
PAYROLL SERVICE FEE		- 11.21%
MANAGEMENT CONSULTING SERVICES	30,000	\$2,500/Month
ASSESSMENT ADMINISTRATION	10,000	Lien Book, MBS Capital, Tax Collector, U.S. Bank, Itech Mailing Services
ASSESSMENT ROLL PREPARATION	2,500	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	750	Office Supplies, etc.
BANK CHARGES		-
AUDITING	3,500	2019-20 Audit
ACCOUNTING FIRM	6,000	Mattice Business Services - \$500/month
INSURANCE (Liability, Property & Casualty)	6,400	DAO Insurance
LEGAL ADVERTISING	8,000	4 Ads at \$1,250/each and 4 @ \$500/each + \$1,000 contingency
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	12,000	Coleman Yovanovich & Koester
ENGINEERING SERVICES - General	10,000	
NEW ASSESSMENT METHODOLOGY		-
WEBSITE HOSTING & ADMINISTRATION	4,000	Required by State Law - VGlobal Contract Price + Quickbooks
MISCELLANEOUS SERVICES		-
TOTAL ADMINISTRATIVE EXPENDITURES	\$	101,325
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE		-
LANDSCAPE REPLACEMENT		-
LANDSCAPE MULCHING		-
IRRIGATION REPAIRS		-
SOD REPLACEMENT		-
TREE PRUNING		-
MASTER PUMP MAINTENANCE		-
LAKE BANK MAINTENANCE RESERVE		-
ELECTRICITY		-
FOUNTAINS		-
WATER USE MONITORING		-
ENTRY MONUMENTS MAINTENANCE		-
HOLIDAY DECORATIONS		-
WETLAND MONITORING		-
STREET SWEEPING		-
SFWMD ERP ANNUAL REPORT		-
LAKE TESTING		-
SABLE PALM CULVERTS CLEANING		-
LAKE MAINTENANCE		-
TOTAL FIELD OPERATIONS EXPENDITURES	\$	-
TOTAL EXPENDITURES	\$	101,325

Exhibit B

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT

This Agreement (the “Agreement”) is made and entered into this 7th day of November, 2023, 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 2022/2023, which year commenced October 1, 2022, and concludes on September 30, 2023 (the “FY 2023 Budget”); and

WHEREAS, the FY 2023 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 2023 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 2023 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2023 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 2023 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 2023 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 2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title 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 2023 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 2023 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2023 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 2022/2023 General Fund Budget

Exhibit B: Description of the Property

Exhibit A

Hacienda North Community Development District FY 2022-2023 Budget

	Fiscal Year Budget	
REVENUES		
CARRY OVER REVENUE TO EQUALIZE ASSESSMENTS	\$	-
ON-ROLL ASSESSMENTS	\$	-
OFF ROLL DEVELOPER ASSESSMENTS	\$	101,325 Direct Bill Off-Roll Assessments
INTEREST REVENUE		-
MISCELLANEOUS REVENUE		-
TOTAL REVENUES	\$	101,325
EXPENDITURES		
ADMINISTRATIVE		
BOARD OF SUPERVISORS PAYROLL	\$	8,000 8 meetings @ \$1,000 each
PAYROLL TAXES		- 17.86%
PAYROLL SERVICE FEE		- 11.21%
MANAGEMENT CONSULTING SERVICES	30,000	\$2,500/Month
ASSESSMENT ADMINISTRATION	10,000	Lien Book, MBS Capital, Tax Collector, U.S. Bank, Itech Mailing Services
ASSESSMENT ROLL PREPARATION	2,500	Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	750	Office Supplies, etc.
BANK CHARGES		-
AUDITING	3,500	2019-20 Audit
ACCOUNTING FIRM	6,000	Mattice Business Services - \$500/month
INSURANCE (Liability, Property & Casualty)	6,400	DAO Insurance
LEGAL ADVERTISING	8,000	4 Ads at \$1,250/each and 4 @ \$500/each + \$1,000 contingency
REGULATORY AND PERMIT FEES	175	State Filing Fee
LEGAL SERVICES	12,000	Coleman Yovanovich & Koester
ENGINEERING SERVICES - General	10,000	
NEW ASSESSMENT METHODOLOGY		-
WEBSITE HOSTING & ADMINISTRATION	4,000	Required by State Law - VGlobal Contract Price + Quickbooks
MISCELLANEOUS SERVICES		-
TOTAL ADMINISTRATIVE EXPENDITURES	\$	101,325
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE		-
LANDSCAPE REPLACEMENT		-
LANDSCAPE MULCHING		-
IRRIGATION REPAIRS		-
SOD REPLACEMENT		-
TREE PRUNING		-
MASTER PUMP MAINTENANCE		-
LAKE BANK MAINTENANCE RESERVE		-
ELECTRICITY		-
FOUNTAINS		-
WATER USE MONITORING		-
ENTRY MONUMENTS MAINTENANCE		-
HOLIDAY DECORATIONS		-
WETLAND MONITORING		-
STREET SWEEPING		-
SFWMD ERP ANNUAL REPORT		-
LAKE TESTING		-
SABLE PALM CULVERTS CLEANING		-
LAKE MAINTENANCE		-
TOTAL FIELD OPERATIONS EXPENDITURES	\$	-
TOTAL EXPENDITURES	\$	101,325

Exhibit B

RHODES & RHODES LAND SURVEYING, INC.

88100 BONITA GRANDE DRIVE, #107 NAPLES, FLORIDA 34105
PHONE (888) 406-8168 FAX (888) 406-8163

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

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RHODES & RHODES LAND SURVEYING, INC.

88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 405-8168 FAX (889) 405-8163

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

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Page 2 of 4

RHODES & RHODES LAND SURVEYING, INC.

***88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 408-8168 FAX (889) 408-8168***

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.

EXHIBIT 4

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

HACIENDA NORTH COMMUNITY DEVELOPMENT
707 ORCHID DR # 100

NAPLES, FL 34102-5014

Affidavit of Publication

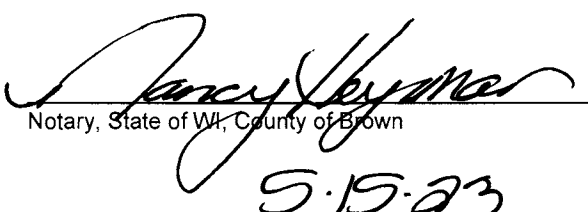
STATE OF WISCONSIN
COUNTY OF BROWN

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: 10/16/2022, 10/23/2022

Subscribed and sworn to before on October 23, 2022:


Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$994.00

Ad No: 0005450507

Customer No: 2205087

PO #:

of Affidavits 1

This is not an invoice

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF
THE FISCAL YEAR 2021-2022 BUDGET ON NOVEMBER 7, 2022

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF
THE FISCAL YEAR 2022-2023 BUDGET ON NOVEMBER 7, 2022

NOTICE OF SPECIAL BOARD OF SUPERVISORS MEETING OF
HACIENDA NORTH
COMMUNITY DEVELOPMENT DISTRICT ON NOVEMBER 7, 2022

NOTICE OF SPECIAL BOARD OF SUPERVISORS MEETING OF
HACIENDA NORTH
COMMUNITY DEVELOPMENT DISTRICT ON NOVEMBER 28, 2022

The Board of Supervisors ("Board") of Hacienda North Community Development District ("District") hereby provides notice of the following public hearings and public meeting:

NOTICE OF PUBLIC HEARINGS & MEETING

DATE: Monday, November 7, 2022
TIME: 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

The purpose of the public hearings is to hear comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022") and for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). A special board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budgets may be obtained at the offices of the District Manager, Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102, (239) 269-1341 ("District Manager's Office"), during normal business hours.

In addition, the District Board hereby provides notice of the following public meeting:

NOTICE OF PUBLIC MEETING

DATE: Monday, November 28, 2022
TIME: 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

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Pub Date: Oct. 16, 23, 2022 #5450507

NANCY HEYRMAN
Notary Public
State of Wisconsin

EXHIBIT 5

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

MINUTES OF MEETING

Board of Supervisors Meeting
Monday October 17, 2022, 9:04 a.m.
Coleman Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34104

Present and constituting a quorum were:

Maritza Aguiar	Board Member
Dwight Nadeau	Board Member
Chip Olson	Board Member
Gary Hains	Board Member (Arrived at 9:07 a.m.)

Absent:

Robert Mulhere	Board Member
----------------	--------------

Also present were:

Russ Weyer	District Manager, Real Estate Econometrics, Inc.
Greg Urbancic	District Counsel, Coleman, Yovanovich & Koester, P.A.
David Torres	Hacienda Lakes of Naples LLC
Jacquelyn Larocque	Atwell, LLC (On Zoom)
Taylor Whitcomb	Hacienda Lakes of Naples LLC

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Weyer called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above.

1 **SECOND ORDER OF BUSINESS**

2
3 Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public
4 Comment.

5
6 There were no public comments.

7
8 **THIRD ORDER OF BUSINESS**

Organizational Matters

9
10 Mr. Weyer noted that there were no organizational matters to be considered at this time.

11
12 **FOURTH ORDER OF BUSINESS**

Administrative Matters

13
14 Mr. Weyer presented Resolution 2022-37.

15
16 **A. CONSIDERATION OF RESOLUTION 2022-37: A RESOLUTION OF THE**
17 **BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY**
18 **DEVELOPMENT DISTRICT AMENDING THE DATE OF THE PUBLIC**
19 **HEARING ON THE FISCAL YEAR 2021-2022 PROPOSED BUDGET;**
20 **PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND**
21 **PROVIDING FOR AN EFFECTIVE DATE.**

22
23 Mr. Weyer noted that this resolution amends the public hearing date for the adoption of FY
24 2021-2022 Hacienda North CDD budget and makes the new date November 7, 2022. He
25 asked that the Board approve the resolution. There was no further discussion.

26
27 On MOTION by Mr. Olson and seconded by Ms. Aguiar, with all in favor, the Board of
28 Supervisors of the Hacienda North Community Development District approved Resolution 2022-
29 37 amending the public hearing date for the adoption of FY 2021-2022 budget to November 7,
30 2022.

31
32 Mr. Weyer next presented Resolution 2022-38.

33
34 **B. CONSIDERATION OF RESOLUTION 2022-38: A RESOLUTION OF THE**
35 **BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY**
36 **DEVELOPMENT DISTRICT AMENDING THE DATE OF THE PUBLIC**
37 **HEARING ON THE FISCAL YEAR 2022-2023 PROPOSED BUDGET;**
38 **PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND**
39 **PROVIDING FOR AN EFFECTIVE DATE.**

40
41 Mr. Weyer noted that this resolution amends the public hearing date for the adoption of FY
42 2022-2023 Hacienda North CDD budget and makes the new date November 7, 2022, the
43 same date as the public hearing for Resolution 2022-37. He asked that the Board approve
44 the resolution. There was no further discussion.

1 On MOTION by Ms. Aguiar and seconded by Mr. Nadeau, with all in favor, the Board of
2 Supervisors of the Hacienda North Community Development District approved Resolution 2022-
3 38 amending the public hearing date for the adoption of FY 2021-2022 budget to November 7,
4 2022.

5
6 Mr. Weyer noted that the first public hearing ad ran yesterday to stay ahead of the
7 scheduling requirements of the Florida Statutes.
8

9 **C. Consideration of the Meeting Minutes from the September 19, 2022 Board of**
10 **Supervisors Meeting.**
11

12 There were no comments or discussion.
13

14 On MOTION by Mr. Nadeau and seconded by Mr. Olson, with all in favor, the Board of
15 Supervisors of the Hacienda North Community Development District accepted the meeting
16 minutes from the September 19, 2022 Board of Supervisors meeting.
17

18 **D. Consideration of the September 2022 Financial Statements.**
19

20 Mr. Weyer presented the cash flow for the District through September 2022. He pointed
21 out that the budget was set at \$27,000 and we spent \$26,300. There is a carryover about
22 \$700 in the checking account. He said that all of the expenses are administrative. There
23 are some costs that are not included in here that relate to the bond validation and are an
24 expense of the developer. There was no further discussion.
25

26 On MOTION by Mr. Mulhere and seconded by Mr. Nadeau, with all in favor, the Board of
27 Supervisors of the Hacienda North Community Development District accepted the District's
28 financials through August 2022.
29

30 **FIFTH ORDER OF BUSINESS**

Business Matters

31
32 Mr. Weyer noted that there were no business matters to be considered at this time.
33

34 **SIXTH ORDER OF BUSINESS**

Financial Matters

35
36 Mr. Urbancic reminded everyone that the hearing for bond validation is set for October 31,
37 2022. He doesn't foresee any issues but we will be prepared if something comes up. Mr.
38 Weyer said that everyone is working on their bond validation documents. There was no
39 further discussion.
40

41 **SEVENTH ORDER OF BUSINESS**

Staff Reports

42
43 **Manager's Report –**
44

45 Mr. Weyer had nothing further to report.
46

1 **Attorney's Report –**

3 Mr. Urbancic had nothing further to report.

5 Engineer's Report –

7 Ms. Larocque had nothing further to report.

9 EIGHTH ORDER OF BUSINESS

Supervisors Requests

11 There were no Supervisor Requests.

4 NINTH ORDER OF BUSINESS

Public Comments

6 There were no public comments.

9 TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Nadeau and seconded by Ms. Aguiar, with all in favor, the meeting of the Board of Supervisors of the Hacienda North Community Development District was adjourned.

29 Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

34 Print Name

Print Name