

Hacienda North Community Development District

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

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

Monday, August 21, 2023, 10:00 a.m.
8490 Vaile Circle
Naples, Florida 34114

I. Roll Call.

II. Public Comments on Agenda Items.

III. Organizational Matters:

A. Public Hearing to Consider FY 2023-2024 Budget

- Open Public Hearing
 - Budget Public Comment and Testimony. Exhibit 1
 - Board Comment
 - Consideration of Resolution 2023-6 relating to the Annual Appropriations and Adopting the FY 2023-2024 Budget Exhibit 1
- Close Public Hearing
- Affidavit of Publication Exhibit 2
- Budget Letter to Collier County Exhibit 3
- Consideration of Hacienda Lakes of Naples LLC Developer Funding Agreement for Fiscal Year 2023/2024 Exhibit 4
- Consideration of Toll Brothers Developer Funding Agreement for Fiscal Year 2023/2024 Exhibit 5

IV. Administrative Matters

- A. Consideration of Resolution 2023-7** relating to the FY 2023-2024 designation of Officers for the District and providing for an effective date. Exhibit 6

- B. Consideration of Resolution 2023-8** adopting the FY 2023-2024 Meeting Schedule.

Exhibit 7

- C.** Approval of Minutes from the May 15, 2023 Meeting.

Exhibit 8

- D.** Board of Supervisors appointment of Audit Committee

V. Business Matters

None to be considered at this time

VI. Financial Matters

- A.** Acceptance of July 2023 Financial Statements.

Exhibit 9

- B.** Update on Bond Validation and Series 2023 Bond Issue

VII. Staff Reports.

- A.** Manager.

- B.** Legal Counsel.

- C.** Engineer.

VIII. Public Comments

IX. Supervisors' Requests.

X. Adjournment.

EXHIBIT 1

RESOLUTION 2023-6

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, 2023 AND ENDING SEPTEMBER 30, 2024; 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, 2023 and ending September 30, 2024, along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, 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 August 21, 2023, 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 2023/2024.

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, 2023, and Ending September 30, 2024, as Adopted by the Board of Supervisors on May 15, 2023."

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, 2023 and ending September 30, 2024, the sum of \$128,615.00* 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	\$128,615.00
DEBT SERVICE FUND	\$0.00
TOTAL ALL FUNDS	<u>\$128,615.00*</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 2023/2024.

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 21st DAY OF AUGUST, 2023.

ATTEST:

**HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
G. Russell Weyer, Secretary

By: _____
Robert Mulhere, Chairman

Exhibit A: 2023/2024 Budget

Exhibit B: Form of Developer Funding Agreement

Exhibit A

APPENDIX A Hacienda North Community Development District FY 2022-2023 Budget

<u>Fiscal Year Budget</u>		
REVENUES		
CARRY OVER REVENUE TO EQUALIZE ASSESSMENTS	\$	-
ON-ROLL ASSESSMENTS	\$	- 413 Platted Lots
OFF ROLL DEVELOPER ASSESSMENTS	\$	128,615 Balance of Unplatted Acres
INTEREST REVENUE		-
MISCELLANEOUS REVENUE		-
TOTAL REVENUES	\$	128,615
EXPENDITURES		
ADMINISTRATIVE		
BOARD OF SUPERVISORS PAYROLL	\$	6,000 6 meetings @ \$1,000 each
PAYROLL SERVICE FEE		140 Mattice 1099 Preparation
MANAGEMENT CONSULTING SERVICES		30,000 \$2,500/Month
ASSESSMENT ADMINISTRATION		11,850 MBS Capital Reporting, U.S. Bank, Cusip Fee
ASSESSMENT ROLL PREPARATION		- Assessment Roll Preparation for Tax Collector
MISCELLANEOUS		250 Office Supplies, etc.
AUDITING		5,000 2022-2023 Audit
ACCOUNTING FIRM		6,000 Mattice Business Services - \$500 month
INSURANCE (Liability, Property & Casualty)		6,400 DAO Insurance
LEGAL ADVERTISING		3,000 2 Ads at \$1,250/each and 1 @ \$500/each
REGULATORY AND PERMIT FEES		175 State Filing Fee
LEGAL SERVICES		10,000 Coleman Yovanovich & Koester
ENGINEERING SERVICES - General		10,000 Atwell
WEBSITE HOSTING & ADMINISTRATION		2,500 Required by State Law - VGlobal Contract Price + Quickbooks
MISCELLANEOUS SERVICES		-
TOTAL ADMINISTRATIVE EXPENDITURES	\$	91,315
 NOTE: Field Operations estimated to start 4/1/24 so estimated budget is for a half year.		
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE		30,000 \$5,000 a month. Initial grow in maintenance as mature maintenance
LANDSCAPE REPLACEMENT		- Plants are under warranty for a year.
LANDSCAPE MULCHING		- Mulching twice a year @ \$2,500 each
IRRIGATION REPAIRS		- Irrigation should be under warranty
SOD REPLACEMENT		-
TREE PRUNING		-
MASTER PUMP MAINTENANCE		-
LAKE BANK MAINTENANCE RESERVE		- Annual Reserve Contribution
ELECTRICITY		1,500 Approximately \$250/month
FOUNTAINS		- Fountain Repair and Maintenance
WATER USE MONITORING		3,300 Cardno Entrix @ \$275/month
ENTRY MONUMENTS MAINTENANCE		- Pressure Cleaning, Painting, etc.
HOLIDAY DECORATIONS		- Brennan's Christmas Decorations
WETLAND MONITORING		- Approximately \$100/month
STREET SWEEPING		- Twice a year - Construction abating
SFWMDC ERP ANNUAL REPORT		- Annual
LAKE TESTING		- Once per year
SABLE PALM CULVERTS CLEANING		- Once per year
LAKE MAINTENANCE		2,500 \$200 per month for 2 lakes + plus rounding
TOTAL FIELD OPERATIONS EXPENDITURES	\$	37,300
TOTAL EXPENDITURES	\$	128,615

Exhibit B

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT

This Agreement (the “Agreement”) is made and entered into this 21st day of August, 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 2023/2024, which year commenced October 1, 2023, and concludes on September 30, 2023 (the “FY 2023 Budget”); and

WHEREAS, the FY 2024 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 2024 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**;

WHEREAS, the Developer will be funding its portion of the FY 2024 Budget on a percent acreage ownership with Toll Brothers, LLC as determined by the percentages calculated in their closing agreement as follows:

	Acres	% Acres
Toll Brothers, Inc.	140.69	71.12%
Hacienda Lakes of Naples LLC	57.13	28.88%
Totals	197.82	100.00%

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 its percentage portion of the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 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 2024 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 2024 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 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title 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 2024 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 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 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 2023/2024 General Fund Budget

Exhibit B: Description of the Property

Exhibit A

APPENDIX A Hacienda North Community Development District FY 2022-2023 Budget

<u>Fiscal Year Budget</u>		
REVENUES		
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MISCELLANEOUS REVENUE		-
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FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE		30,000 \$5,000 a month. Initial grow in maintenance as mature maintenance
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SOD REPLACEMENT		-
TREE PRUNING		-
MASTER PUMP MAINTENANCE		-
LAKE BANK MAINTENANCE RESERVE		- Annual Reserve Contribution
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HOLIDAY DECORATIONS		- Brennan's Christmas Decorations
WETLAND MONITORING		- Approximatly \$100/month
STREET SWEEPING		- Twice a year - Construction abating
SFWMDC ERP ANNUAL REPORT		- Annual
LAKE TESTING		- Once per year
SABLE PALM CULVERTS CLEANING		- Once per year
LAKE MAINTENANCE		2,500 \$200 per month for 2 lakes + plus rounding
TOTAL FIELD OPERATIONS EXPENDITURES	\$	37,300
TOTAL EXPENDITURES	\$	128,615

Exhibit B

RHODES & RHODES LAND SURVEYING, INC.

88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34105
PHONE (899) 406-8166 FAX (899) 406-8163

LEGAL DESCRIPTION

PARCEL A

(HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT,
RECORDED IN OFFICIAL RECORDS BOOK 6152, PAGES 969 THROUGH 974)

"CDD PROPERTY"

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

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RHODES & RHODES LAND SURVEYING, INC.

**88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 406-8168 FAX (889) 406-8168**

00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE

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RHODES & RHODES LAND SURVEYING, INC.

***88100 BONITA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 406-8166 FAX (889) 406-8163***

NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6; SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

PARCEL B

(SPECIAL WARRANTY DEED BETWEEN HACIENDA LAKES OF NAPLES, LLC (GRANTOR)
AND BHEG SEVEN SHORES, LLC, (GRANTEE)
(RECORDED IN OFFICIAL RECORDS BOOK 6190, PAGES 105 THROUGH 110)

"TOLL PROPERTY"

BEING A PORTION OF TRACT FD-2, HACIENDA LAKE OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

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, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.; THENCE SOUTH 00°49'10" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 344.12 FEET; THENCE SOUTH 00°49'30" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 255.61 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST LEAVING THE SAID WESTERLY BOUNDARY LINE OF SAID TRACT FD-5, 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

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RHODES & RHODES LAND SURVEYING, INC.

**88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 406-8166 FAX (889) 406-8168**

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 ON THE EASTERLY BOUNDARY LINE OF 170 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 667 PAGE 317 AND OFFICIAL RECORDS BOOK 668 PAGE 1751 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48'45" EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID 170 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT FD-2 THE FOLLOWING 6 COURSES; COURSE (1) NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE (2) SOUTH 00°47'37" WEST, 671.11 FEET; COURSE (3) NORTH 87°27'14" EAST, 668.22 FEET; COURSE (4) SOUTH 00°47'14" WEST, 671.39 FEET; COURSE (5) NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 356.20 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY LEAVING THE BOUNDARY LINE OF SAID TRACT FD-2, 119.65 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10,000.00 FEET, THROUGH A CENTRAL ANGLE OF 00°41'08" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°23'43" WEST, 119.65 FEET; THENCE SOUTH 16°03'09" WEST, A DISTANCE OF 370.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 708.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,440.00 FEET, THROUGH A CENTRAL ANGLE OF 28°10'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°08'22" WEST, 700.98 FEET; THENCE SOUTH 87°28'42" WEST, A DISTANCE OF 2,055.43 FEET; THENCE NORTH 00°48'11" EAST, A DISTANCE OF 1,056.12 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE SOUTH 87°28'42" WEST ALONG THE EASTERLY PROLONGATION LINE OF SAID TRACT FD-2, A DISTANCE OF 1,836.66 FEET TO A POINT ON THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT FD-2 THE FOLLOWING 2 COURSES; COURSE (1) NORTH 00°53'36" EAST, 335.03 FEET; COURSE (2) SOUTH 87°28'41" WEST, 857.57 FEET; THENCE NORTH 02°31'19" WEST LEAVING THE BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 104.62 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 184.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 100°50'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 50°25'28" EAST, 161.87 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 231.33 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 116.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 70°12'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°56'09" EAST, 109.27 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 LINE OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,129,560 SQUARE FEET OR 140.72 ACRES, MORE OR LESS.

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Page 4 of 8

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LINE TABLE		
LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.38'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°50'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	845.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E
L59	358.20'	N 87°30'06" E
L60	370.15'	S 16°03'09" W
L61	231.33'	N 02°31'19" W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C10	9860.00	0°58'11"	165.87'	165.87'	S 16°32'15" W
C11	1580.00	28°38'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	28°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 78°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.38'	N 51°57'14" E
C27	95.00	88°48'31"	110.72'	104.58'	N 34°13'00" E
C28	10000.00'	0°41'08"	119.65'	119.65'	S 18°23'43" W
C29	1440.00'	28°10'27"	708.09'	700.98'	S 30°08'22" W
C30	95.00'	3°26'17"	5.70'	5.70'	N 69°19'25" E
C31	105.00'	3°03'31"	5.61'	5.60'	N 77°37'18" W

NOT A SURVEY



RHODES & RHODES
LAND SURVEYING, INC.
LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

date:
MAY 8, 2023
scale:
N/A
cogo #:
N/A

SKETCH AND DESCRIPTION

CERTIFIED TO:
HACIENDA LAKES OF NAPLES, LLC.

design:

drawn:
EFC/rwc

checked:
JSR

sheet #:
8 of 8

EXHIBIT 2

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 authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a Public Notice, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

Issue(s) dated: 07/30/2023, 08/06/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on August 6, 2023:

Notary, State of WI, County of Brown

My commission expires

VICKY FELTY
Notary Public
State of Wisconsin

Hacienda North Community Development District

NOTICE OF REGULAR BOARD MEETING AND NOTICE OF PUBLIC HEARINGS TO RECEIVE PUBLIC COMMENT ON THE FISCAL YEAR 2023-24 PROPOSED FINAL BUDGET(S); TO CONSIDER THE IMPOSITION OF MAINTENANCE AND OPERATION SPECIAL ASSESSMENTS; ADOPTION OF AN ASSESSMENT ROLL; AND PROVIDING FOR THE LEVY, COLLECTION AND ENFORCEMENT OF THE SAME

The Board of Supervisors ("Board") of Hacienda North Community Development District ("District") will hold a regular meeting and conduct public hearings on Monday, August 21, 2023 at 10:00 a.m. at the Esplanade at Hacienda Lakes Clubhouse, 8490 Viale Circle, Naples, FL 34114.

The purposes of the public hearings are to receive public comment and objections on the Fiscal Year 2023-24 Proposed Final Budget, to consider the adoption of an assessment roll, to consider the imposition of special assessments to fund the proposed budget upon the lands located within the District, and to provide for the levy, collection and enforcement of the non-ad valorem assessments. The public hearings are being conducted pursuant to Chapters 190 and 197, Florida Statutes. The purpose of the regular meeting is to conduct any business that may properly come before the Board.

The District may also fund various facilities through the collection of certain rates, fees and charges, which are identified within the budget. A copy of the Proposed Final Budget, preliminary assessment roll and/or the agenda for the meeting/hearings may be obtained from the offices of the District Manager by contacting, Real Estate Econometrics, Inc. 707 Orchid Drive, Suite 100, Naples, FL 34102; email: Rweyer@re-e-i.com; phone: (239) 269-1341 ("District Manager's Office") during normal business hours. In accordance with Section 189.016, Florida Statutes, the proposed budget will be posted on the District's website at www.haciendanorthcdd.com at least two days before the public hearing date.

The Board will also consider any other business which may properly come before it. The meeting/hearings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting/hearings may be continued to a date, time, and place to be specified on the record at the meeting/hearings.

There may be occasions when one or more Supervisors may participate by telephone. At the above location there may be present a speaker telephone so that any interested person can attend the meeting/hearings and be fully informed of the discussions taking place either in person or by telephone communication.

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

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

District Manager
July 30, Aug 6, 2023

#5782862

Publication Cost: \$924.00

Ad No: 0005782862

Customer No: 2205087

PO #:

of Affidavits 1

This is not an invoice

EXHIBIT 3

Hacienda North Community Development District

707 Orchid Drive, Suite 100, Naples, FL 34102

Phone: (239) 269-1341

June 15, 2023

Ms. Debbie Windsor
Operations Coordinator
Collier County Government
Office of Management and Budget
3299 Tamiami Trail E, Ste 201
Naples, FL 34112-5746

**RE: Hacienda North Community Development District – Collier County,
Florida Proposed Budget – Fiscal Year 2023-2024**

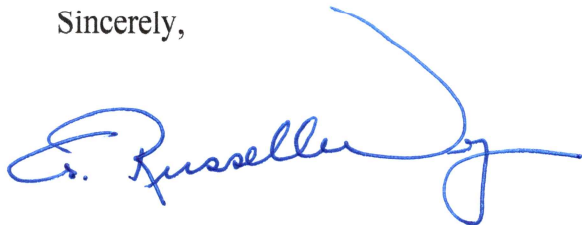
Dear Ms. Windsor:

In accordance with Chapter 189 and 190.008(2)(b) of the Florida Statutes, the District is required to submit to the local governing authorities having jurisdiction over the area included in the Hacienda North Community Development District ("District"), for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year.

As such, I am pleased to enclose the District's Proposed Budget for Fiscal Year 2023-2024, which was approved at a preliminary budget meeting on May 15, 2023. A public hearing on the final budget will be held on August 21, 2023.

If you have any questions regarding this matter, please call me at (239) 269-1341.

Sincerely,



G. Russell Weyer
President
Real Estate Econometrics, Inc.
District Manager

Resolution Attached

RESOLUTION 2023-5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023-24 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the "Board") a proposed budget for Fiscal Year 2023-24 prior to June 15, 2023, a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Board has considered said proposed budget and desires to set the required public hearing thereon.

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

SECTION 1. That the foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

SECTION 2. The proposed Budget submitted by the District Manager for Fiscal Year 2023-24 and attached hereto as Exhibit "A" is hereby approved as the basis for conducting a public hearing to adopt said budget.

SECTION 3. A public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: Monday, August 21, 2023
HOUR: 10:00 a.m.
LOCATION: 8490 Viale Circle
Naples, FL 34114

SECTION 4. The District Manager is hereby directed to submit a copy of the proposed budget to Collier County at least sixty (60) days prior to the hearing date set forth above.

SECTION 5. Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than fifteen (15) days prior to the date of the public hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. Further, in accordance with Section 189.418, Florida Statutes the proposed budget will be posted on the District's website at least two days prior to budget public hearing. At the time and place designated in the notice, the Board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary.

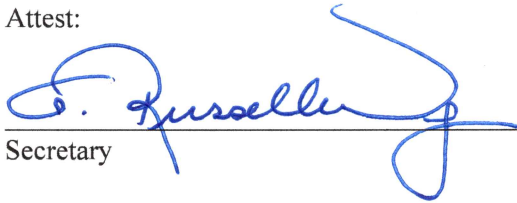
SECTION 6. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. All Resolutions, sections or parts of sections of any Resolutions or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

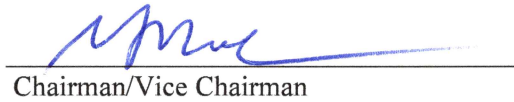
SECTION 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of May, 2023, by the Board of Supervisors of Hacienda North Community Development District, Collier County, Florida.

Attest:


Secretary

**HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**


Chairman/Vice Chairman

APPENDIX A
Hacienda North Community Development District
FY 2022-2023 Budget

Fiscal Year Budget	
REVENUES	
CARRY OVER REVENUE TO EQUALIZE ASSESSMENTS	\$ -
ON-ROLL ASSESSMENTS	\$ - 413 Platted Lots
OFF ROLL DEVELOPER ASSESSMENTS	\$ 128,615 Balance of Unplatted Acres
INTEREST REVENUE	-
MISCELLANEOUS REVENUE	-
TOTAL REVENUES	\$ 128,615
EXPENDITURES	
ADMINISTRATIVE	
BOARD OF SUPERVISORS PAYROLL	\$ 6,000 6 meetings @ \$1,000 each
PAYROLL SERVICE FEE	140 Mattice 1099 Preparation
MANAGEMENT CONSULTING SERVICES	30,000 \$2,500/Month
ASSESSMENT ADMINISTRATION	11,850 MBS Capital Reporting, U.S. Bank, Cusip Fee
ASSESSMENT ROLL PREPARATION	- Assessment Roll Preparation for Tax Collector
MISCELLANEOUS	250 Office Supplies, etc.
AUDITING	5,000 2022-2023 Audit
ACCOUNTING FIRM	6,000 Mattice Business Services - \$500 month
INSURANCE (Liability, Property & Casualty)	6,400 DAO Insurance
LEGAL ADVERTISING	3,000 2 Ads at \$1,250/each and 1 @ \$500/each
REGULATORY AND PERMIT FEES	175 State Filing Fee
LEGAL SERVICES	10,000 Coleman Yovanovich & Koester
ENGINEERING SERVICES - General	10,000 Atwell
WEBSITE HOSTING & ADMINISTRATION	2,500 Required by State Law - VGlobal Contract Price + Quickbooks
MISCELLANEOUS SERVICES	-
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 91,315
NOTE: Field Operations estimated to start 4/1/24 so estimated budget is for a half year.	
FIELD OPERATIONS	
FIELD OPERATIONS MANAGEMENT STAFF	\$ -
LANDSCAPING & FIELD MAINTENANCE	30,000 \$5,000 a month. Initial grow in maintenance as mature maintenance
LANDSCAPE REPLACEMENT	- Plants are under warrenty for a year.
LANDSCAPE MULCHING	- Mulching twice a year @ \$2,500 each
IRRIGATION REPAIRS	- Irrigation should be under warrently
SOD REPLACEMENT	-
TREE PRUNING	-
MASTER PUMP MAINTENANCE	-
LAKE BANK MAINTENANCE RESERVE	- Annual Reserve Contribution
ELECTRICITY	1,500 Approximately \$250/month
FOUNTAINS	- Fountain Repair and Maintenance
WATER USE MONITORING	3,300 Cardno Entrix @ \$275/month
ENTRY MONUMENTS MAINTENANCE	- Pressure Cleaning, Painting, etc.
HOLIDAY DECORATIONS	- Brennan's Christmas Decorations
WETLAND MONITORING	- Approximatly \$100/month
STREET SWEEPING	- Twice a year - Construction abating
SPWMD ERP ANNUAL REPORT	- Annual
LAKE TESTING	- Once per year
SABLE PALM CULVERTS CLEANING	- Once per year
LAKE MAINTENANCE	2,500 \$200 per month for 2 lakes + plus rounding
TOTAL FIELD OPERATIONS EXPENDITURES	\$ 37,300
TOTAL EXPENDITURES	\$ 128,615

EXHIBIT 4

**HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (the “Agreement”) is made and entered into this 21st day of August, 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 2023/2024, which year commenced October 1, 2023, and concludes on September 30, 2023 (the “FY 2023 Budget”); and

WHEREAS, the FY 2024 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 2024 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**;

WHEREAS, the Developer will be funding its portion of the FY 2024 Budget on a percent acreage ownership with Toll Brothers, Inc. as determined by the percentages calculated in their closing agreement as follows:

	Acres	% Acres
Toll Brothers, Inc.	140.69	71.12%
Hacienda Lakes of Naples LLC	57.13	28.88%
Totals	197.82	100.00%

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 its percentage portion of the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 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 2024 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 2024 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 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title 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 2024 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 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 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 2023/2024 General Fund Budget

Exhibit B: Description of the Property

Exhibit A

APPENDIX A Hacienda North Community Development District FY 2022-2023 Budget

<u>Fiscal Year Budget</u>		
REVENUES		
CARRY OVER REVENUE TO EQUALIZE ASSESSMENTS	\$	-
ON-ROLL ASSESSMENTS	\$	- 413 Platted Lots
OFF ROLL DEVELOPER ASSESSMENTS	\$	128,615 Balance of Unplatted Acres
INTEREST REVENUE		-
MISCELLANEOUS REVENUE		-
TOTAL REVENUES	\$	128,615
EXPENDITURES		
ADMINISTRATIVE		
BOARD OF SUPERVISORS PAYROLL	\$	6,000 6 meetings @ \$1,000 each
PAYROLL SERVICE FEE		140 Mattice 1099 Preparation
MANAGEMENT CONSULTING SERVICES		30,000 \$2,500/Month
ASSESSMENT ADMINISTRATION		11,850 MBS Capital Reporting, U.S. Bank, Cusip Fee
ASSESSMENT ROLL PREPARATION		- Assessment Roll Preparation for Tax Collector
MISCELLANEOUS		250 Office Supplies, etc.
AUDITING		5,000 2022-2023 Audit
ACCOUNTING FIRM		6,000 Mattice Business Services - \$500 month
INSURANCE (Liability, Property & Casualty)		6,400 DAO Insurance
LEGAL ADVERTISING		3,000 2 Ads at \$1,250/each and 1 @ \$500/each
REGULATORY AND PERMIT FEES		175 State Filing Fee
LEGAL SERVICES		10,000 Coleman Yovanovich & Koester
ENGINEERING SERVICES - General		10,000 Atwell
WEBSITE HOSTING & ADMINISTRATION		2,500 Required by State Law - VGlobal Contract Price + Quickbooks
MISCELLANEOUS SERVICES		-
TOTAL ADMINISTRATIVE EXPENDITURES	\$	91,315
NOTE: Field Operations estimated to start 4/1/24 so estimated budget is for a half year.		
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE		30,000 \$5,000 a month. Initial grow in maintenance as mature maintenance
LANDSCAPE REPLACEMENT		- Plants are under warrenty for a year.
LANDSCAPE MULCHING		- Mulching twice a year @ \$2,500 each
IRRIGATION REPAIRS		- Irrigation should be under warrently
SOD REPLACEMENT		-
TREE PRUNING		-
MASTER PUMP MAINTENANCE		-
LAKE BANK MAINTENANCE RESERVE		- Annual Reserve Contribution
ELECTRICITY		1,500 Approximately \$250/month
FOUNTAINS		- Fountain Repair and Maintenance
WATER USE MONITORING		3,300 Cardno Entrix @ \$275/month
ENTRY MONUMENTS MAINTENANCE		- Pressure Cleaning, Painting, etc.
HOLIDAY DECORATIONS		- Brennan's Christmas Decorations
WETLAND MONITORING		- Approximatly \$100/month
STREET SWEEPING		- Twice a year - Construction abating
SFWM D ERP ANNUAL REPORT		- Annual
LAKE TESTING		- Once per year
SABLE PALM CULVERTS CLEANING		- Once per year
LAKE MAINTENANCE		2,500 \$200 per month for 2 lakes + plus rounding
TOTAL FIELD OPERATIONS EXPENDITURES	\$	37,300
TOTAL EXPENDITURES	\$	128,615

Exhibit B

RHODES & RHODES LAND SURVEYING, INC.

88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34105
PHONE (899) 406-8166 FAX (899) 406-8163

LEGAL DESCRIPTION

PARCEL A

(HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT,
RECORDED IN OFFICIAL RECORDS BOOK 6152, PAGES 969 THROUGH 974)

"CDD PROPERTY"

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

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RHODES & RHODES LAND SURVEYING, INC.

88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185

PHONE (889) 406-8168 FAX (889) 406-8168

00°47'14" WEST, 671.39 FEET; COURSE NO. 5: NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 504.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 7: SOUTHERLY, 166.87 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 9,860.00 FEET, THROUGH A CENTRAL ANGLE OF 00°58'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°32'15" WEST, 166.87 FEET; COURSE NO. 8: SOUTH 16°03'09" WEST, 370.15 FEET TO A POINT OF CURVATURE; COURSE NO. 9: SOUTHWESTERLY, 788.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,580.00 FEET, THROUGH A CENTRAL ANGLE OF 28°36'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°21'15" WEST, 780.60 FEET; COURSE NO. 10: SOUTH 44°39'20" WEST, 705.32 FEET; COURSE NO. 11: NORTH 45°20'40" WEST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 12: SOUTHWESTERLY, 146.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 03°30'10" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 42°54'15" WEST, 146.09 FEET; COURSE NO. 13: SOUTH 48°50'49" EAST, 20.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 14: SOUTHERLY, 1,669.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,370.00 FEET, THROUGH A CENTRAL ANGLE OF 40°21'59" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°58'11" WEST, 1,635.40 FEET; COURSE NO. 15: SOUTH 00°47'07" WEST, 127.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT FD-2; THENCE SOUTH 87°37'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 20.03 FEET TO A POINT ON THE BOUNDARY OF TRACT FD-1, HACIENDA LAKES OF NAPLES – PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 61, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-1; COURSE NO. 1: SOUTH 00°47'12" WEST, 820.13 FEET; COURSE NO. 2: NORTH 89°12'48" WEST, 120.00 FEET; COURSE NO. 3: NORTH 00°47'12" EAST, 163.01 FEET; COURSE NO. 4: SOUTH 87°37'31" WEST, 20.03 FEET; COURSE NO. 5: NORTH 00°47'14" EAST, 650.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT FD-1, ALSO BEING THE SOUTHWESTERLY CORNER OF TRACT FD-2 OF AFORESAID HACIENDA LAKES OF NAPLES PLAT; THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2 OF LAST SAID PLAT; COURSE NO. 1: NORTH 00°47'14" EAST, 136.36 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHERLY, 1,302.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 15°32'13" EAST, 1,288.33 FEET; COURSE NO. 3: NORTH 87°33'06" EAST, 5.70 FEET; COURSE NO. 4: NORTH 00°47'03" EAST, 671.53 FEET; COURSE NO. 5: SOUTH 87°31'38" WEST, 334.19 FEET; COURSE NO. 6: SOUTH 89°44'23" WEST, 134.31 FEET; COURSE NO. 7: NORTH 04°44'35" WEST, 0.82 FEET; COURSE NO. 8: SOUTH 87°31'38" WEST, 105.71 FEET TO A POINT OF CURVATURE; COURSE NO. 9: WESTERLY, 181.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 181.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 10: WESTERLY, 192.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 11°03'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°59'59" WEST, 192.65 FEET; COURSE NO. 11: SOUTH 87°31'38" WEST, 598.35 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AS "AMENDED AND RESTATED NOTICE OF ESTABLISHMENT OF HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT (NOTICE OF AMENDED BOUNDARIES)" AND RECORDED IN OFFICIAL RECORDS BOOK 5500, PAGE 3229 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 04°34'13" WEST, 60.04 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHWESTERLY, 56.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 93°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'05" WEST, 50.89 FEET; COURSE NO. 3: NORTH 89°11'49" WEST, 80.00 FEET; COURSE NO. 4: SOUTH 00°48'11" WEST, 8.59 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHWESTERLY, 52.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE

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Page 2 of 8

RHODES & RHODES LAND SURVEYING, INC.

***88100 BONITA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 406-8168 FAX (889) 406-8168***

NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 86°43'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 44°09'55" WEST, 48.06 FEET; COURSE NO. 6; SOUTH 87°31'38" WEST, 17.03 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5456, PAGE 1683 OF THE PUBLIC RECORDS OF SAID COLLIER COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 00°48'11" EAST, 200.33 FEET; COURSE NO. 2: SOUTH 87°31'38" WEST, 289.47 FEET TO A POINT ON THE BOUNDARY OF AFORESAID TRACT FD-2; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID TRACT FD-2; COURSE NO. 1: NORTH 00°48'11" EAST, 1,111.00 FEET; COURSE NO. 2: SOUTH 87°28'42" WEST, 1,002.41 FEET; COURSE NO. 3: NORTH 00°48'45" EAST, 335.13 FEET; COURSE NO. 4: SOUTH 87°27'58" WEST, 857.11 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 104.67 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 190.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 103°54'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 51°57'14" EAST, 165.38 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 110.72 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 66°46'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 34°13'00" EAST, 104.56 FEET; THENCE NORTH 00°49'45" EAST, A DISTANCE OF 37.03 FEET; THENCE NORTH 89°10'15" WEST, A DISTANCE OF 545.06 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,617,083 SQUARE FEET OR 197.821 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

PARCEL B

(SPECIAL WARRANTY DEED BETWEEN HACIENDA LAKES OF NAPLES, LLC (GRANTOR)
AND BHEG SEVEN SHORES, LLC, (GRANTEE)
(RECORDED IN OFFICIAL RECORDS BOOK 6190, PAGES 105 THROUGH 110)

"TOLL PROPERTY"

BEING A PORTION OF TRACT FD-2, HACIENDA LAKE OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

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, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.; THENCE SOUTH 00°49'10" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 344.12 FEET; THENCE SOUTH 00°49'30" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 255.61 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST LEAVING THE SAID WESTERLY BOUNDARY LINE OF SAID TRACT FD-5, 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

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RHODES & RHODES LAND SURVEYING, INC.

**88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 406-8166 FAX (889) 406-8168**

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 ON THE EASTERLY BOUNDARY LINE OF 170 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 667 PAGE 317 AND OFFICIAL RECORDS BOOK 668 PAGE 1751 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48'45" EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID 170 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT FD-2 THE FOLLOWING 6 COURSES; COURSE (1) NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE (2) SOUTH 00°47'37" WEST, 671.11 FEET; COURSE (3) NORTH 87°27'14" EAST, 668.22 FEET; COURSE (4) SOUTH 00°47'14" WEST, 671.39 FEET; COURSE (5) NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 356.20 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY LEAVING THE BOUNDARY LINE OF SAID TRACT FD-2, 119.65 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10,000.00 FEET, THROUGH A CENTRAL ANGLE OF 00°41'08" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°23'43" WEST, 119.65 FEET; THENCE SOUTH 16°03'09" WEST, A DISTANCE OF 370.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 708.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,440.00 FEET, THROUGH A CENTRAL ANGLE OF 28°10'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°08'22" WEST, 700.98 FEET; THENCE SOUTH 87°28'42" WEST, A DISTANCE OF 2,055.43 FEET; THENCE NORTH 00°48'11" EAST, A DISTANCE OF 1,056.12 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE SOUTH 87°28'42" WEST ALONG THE EASTERLY PROLONGATION LINE OF SAID TRACT FD-2, A DISTANCE OF 1,836.66 FEET TO A POINT ON THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT FD-2 THE FOLLOWING 2 COURSES; COURSE (1) NORTH 00°53'36" EAST, 335.03 FEET; COURSE (2) SOUTH 87°28'41" WEST, 857.57 FEET; THENCE NORTH 02°31'19" WEST LEAVING THE BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 104.62 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 184.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 100°50'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 50°25'28" EAST, 161.87 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 231.33 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 116.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 70°12'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°56'09" EAST, 109.27 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 LINE OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,129,560 SQUARE FEET OR 140.72 ACRES, MORE OR LESS.

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Page 4 of 8

2-A HACIENDA LAKES OF NAPLES NORTH CDD/CDD form BREC02021-289.dwg, TABLES, 3/8/2023 10:16:47 AM, 1:1

LINE TABLE		
LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.38'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°50'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	845.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E
L59	358.20'	N 87°30'06" E
L60	370.15'	S 16°03'09" W
L61	231.33'	N 02°31'19" W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C10	9860.00	0°58'11"	165.87'	165.87'	S 16°32'15" W
C11	1580.00	28°38'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	28°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 78°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.38'	N 51°57'14" E
C27	95.00	88°48'31"	110.72'	104.58'	N 34°13'00" E
C28	10000.00'	0°41'08"	119.65'	119.65'	S 18°23'43" W
C29	1440.00'	28°10'27"	708.09'	700.98'	S 30°08'22" W
C30	95.00'	3°26'17"	5.70'	5.70'	N 69°19'25" E
C31	105.00'	3°03'31"	5.61'	5.60'	N 77°37'18" W

NOT A SURVEY

 RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897	date: MAY 8, 2023	SKETCH AND DESCRIPTION CERTIFIED TO: HACIENDA LAKES OF NAPLES, LLC.		design: drawn: EFC/rwc	
	scale: N/A cogo #: N/A			checked: JSR	
28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX	acad #: 2023-289	view: TABLES	project #: 2023-289	file #: 2023-289	sheet #: 8 of 8

EXHIBIT 5

**HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (the “Agreement”) is made and entered into this 21st day of August, 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

Toll Brothers, Inc, a Florida corporation and the developer of the lands in the District ("**Developer**") with a mailing address of 24201 Walden Center Drive, Suite 204, Bonita Springs, FL 34134.

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 2023/2024, which year commenced October 1, 2023, and concludes on September 30, 2023 (the “FY 2023 Budget”); and

WHEREAS, the FY 2024 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 2024 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**;

WHEREAS, the Developer will be funding its portion of the FY 2024 Budget on a percent acreage ownership with Hacienda Lakes of Naples, LLC as determined by the percentages calculated in their closing agreement as follows:

	Acres	% Acres
Toll Brothers, Inc.	140.69	71.12%
Hacienda Lakes of Naples LLC	57.13	28.88%
Totals	197.82	100.00%

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 its percentage portion of the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 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 2024 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 2024 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 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title 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 2024 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 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 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

TOLL BROTHERS, INC.,
a Florida Corporation

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 General Fund Budget

Exhibit B: Description of the Property

Exhibit A

APPENDIX A Hacienda North Community Development District FY 2022-2023 Budget

<u>Fiscal Year Budget</u>		
REVENUES		
CARRY OVER REVENUE TO EQUALIZE ASSESSMENTS	\$	-
ON-ROLL ASSESSMENTS	\$	- 413 Platted Lots
OFF ROLL DEVELOPER ASSESSMENTS	\$	128,615 Balance of Unplatted Acres
INTEREST REVENUE		-
MISCELLANEOUS REVENUE		-
TOTAL REVENUES	\$	128,615
EXPENDITURES		
ADMINISTRATIVE		
BOARD OF SUPERVISORS PAYROLL	\$	6,000 6 meetings @ \$1,000 each
PAYROLL SERVICE FEE		140 Mattice 1099 Preparation
MANAGEMENT CONSULTING SERVICES		30,000 \$2,500/Month
ASSESSMENT ADMINISTRATION		11,850 MBS Capital Reporting, U.S. Bank, Cusip Fee
ASSESSMENT ROLL PREPARATION		- Assessment Roll Preparation for Tax Collector
MISCELLANEOUS		250 Office Supplies, etc.
AUDITING		5,000 2022-2023 Audit
ACCOUNTING FIRM		6,000 Mattice Business Services - \$500 month
INSURANCE (Liability, Property & Casualty)		6,400 DAO Insurance
LEGAL ADVERTISING		3,000 2 Ads at \$1,250/each and 1 @ \$500/each
REGULATORY AND PERMIT FEES		175 State Filing Fee
LEGAL SERVICES		10,000 Coleman Yovanovich & Koester
ENGINEERING SERVICES - General		10,000 Atwell
WEBSITE HOSTING & ADMINISTRATION		2,500 Required by State Law - VGlobal Contract Price + Quickbooks
MISCELLANEOUS SERVICES		-
TOTAL ADMINISTRATIVE EXPENDITURES	\$	91,315
 NOTE: Field Operations estimated to start 4/1/24 so estimated budget is for a half year.		
FIELD OPERATIONS		
FIELD OPERATIONS MANAGEMENT STAFF	\$	-
LANDSCAPING & FIELD MAINTENANCE		30,000 \$5,000 a month. Initial grow in maintenance as mature maintenance
LANDSCAPE REPLACEMENT		- Plants are under warrenty for a year.
LANDSCAPE MULCHING		- Mulching twice a year @ \$2,500 each
IRRIGATION REPAIRS		- Irrigation should be under warrently
SOD REPLACEMENT		-
TREE PRUNING		-
MASTER PUMP MAINTENANCE		-
LAKE BANK MAINTENANCE RESERVE		- Annual Reserve Contribution
ELECTRICITY		1,500 Approximately \$250/month
FOUNTAINS		- Fountain Repair and Maintenance
WATER USE MONITORING		3,300 Cardno Entrix @ \$275/month
ENTRY MONUMENTS MAINTENANCE		- Pressure Cleaning, Painting, etc.
HOLIDAY DECORATIONS		- Brennan's Christmas Decorations
WETLAND MONITORING		- Approximatly \$100/month
STREET SWEEPING		- Twice a year - Construction abating
SFWMDC ERP ANNUAL REPORT		- Annual
LAKE TESTING		- Once per year
SABLE PALM CULVERTS CLEANING		- Once per year
LAKE MAINTENANCE		2,500 \$200 per month for 2 lakes + plus rounding
TOTAL FIELD OPERATIONS EXPENDITURES	\$	37,300
TOTAL EXPENDITURES	\$	128,615

Exhibit B

RHODES & RHODES LAND SURVEYING, INC.

88100 BONITA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185

PHONE (889) 406-8166 FAX (889) 406-8163

LEGAL DESCRIPTION

PARCEL B

(SPECIAL WARRANTY DEED BETWEEN HACIENDA LAKES OF NAPLES, LLC (GRANTOR)

AND BHEG SEVEN SHORES, LLC, (GRANTEE)

(RECORDED IN OFFICIAL RECORDS BOOK 6190, PAGES 105 THROUGH 110)

"TOLL PROPERTY"

BEING A PORTION OF TRACT FD-2, HACIENDA LAKE OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

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, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.; THENCE SOUTH 00°49'10" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 344.12 FEET; THENCE SOUTH 00°49'30" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 255.61 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH 89°10'15" EAST LEAVING THE SAID WESTERLY BOUNDARY LINE OF SAID TRACT FD-5, 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

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\CDD less BHEG\2023-289

LEGAL DESCRIPTION.docx

RHODES & RHODES LAND SURVEYING, INC.

***88100 BONTA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 406-8166 FAX (889) 406-8168***

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 ON THE EASTERLY BOUNDARY LINE OF 170 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 667 PAGE 317 AND OFFICIAL RECORDS BOOK 668 PAGE 1751 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE NORTH 00°48'45" EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID 170 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 708.91 FEET TO A POINT ON THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT FD-2 THE FOLLOWING 6 COURSES; COURSE (1) NORTH 87°25'45" EAST, 2,004.48 FEET; COURSE (2) SOUTH 00°47'37" WEST, 671.11 FEET; COURSE (3) NORTH 87°27'14" EAST, 668.22 FEET; COURSE (4) SOUTH 00°47'14" WEST, 671.39 FEET; COURSE (5) NORTH 87°28'42" EAST, 1,336.55 FEET; COURSE (6) NORTH 87°30'06" EAST, 356.20 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY LEAVING THE BOUNDARY LINE OF SAID TRACT FD-2, 119.65 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10,000.00 FEET, THROUGH A CENTRAL ANGLE OF 00°41'08" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 16°23'43" WEST, 119.65 FEET; THENCE SOUTH 16°03'09" WEST, A DISTANCE OF 370.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 708.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,440.00 FEET, THROUGH A CENTRAL ANGLE OF 28°10'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°08'22" WEST, 700.98 FEET; THENCE SOUTH 87°28'42" WEST, A DISTANCE OF 2,055.43 FEET; THENCE NORTH 00°48'11" EAST, A DISTANCE OF 1,056.12 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE SOUTH 87°28'42" WEST ALONG THE EASTERLY PROLONGATION LINE OF SAID TRACT FD-2, A DISTANCE OF 1,836.66 FEET TO A POINT ON THE BOUNDARY LINE OF SAID TRACT FD-2; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT FD-2 THE FOLLOWING 2 COURSES; COURSE (1) NORTH 00°53'36" EAST, 335.03 FEET; COURSE (2) SOUTH 87°28'41" WEST, 857.57 FEET; THENCE NORTH 02°31'19" WEST LEAVING THE BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 104.62 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 184.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 100°50'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 50°25'28" EAST, 161.87 FEET; THENCE NORTH 02°31'19" WEST, A DISTANCE OF 231.33 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 116.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 70°12'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°56'09" EAST, 109.27 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 LINE OF SAID TRACT FD-2; THENCE NORTH 00°49'30" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT FD-2, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,129,560 SQUARE FEET OR 140.72 ACRES, MORE OR LESS.

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\CDD less BHEG\2023-289
LEGAL DESCRIPTION.docx

Page 4 of 8

RHODES & RHODES LAND SURVEYING, INC.

***88100 BONITA GRANDE DRIVE, #107 NAPLES, FLORIDA 34105
PHONE (889) 406-8166 FAX (889) 406-8163***

PARCEL 2:

A NON-EXCLUSIVE EASEMENT AS CREATED BY GRANT OF EASEMENT DATED MAY 24, 2022 AND RECORDED IN OFFICIAL RECORDS BOOK 6161, PAGE 3537, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

LEGAL DESCRIPTION
PARCEL C

"TOLL PROPERTY" NOT ENCUMBERED BY "CDD PROPERTY"

BEING A PORTION OF TRACT FD-2, HACIENDA LAKE OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AS HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT, RECORDED IN OFFICIAL RECORDS BOOK 6152, PAGES 969 THROUGH 974, ALSO BEING THOSE LANDS DESCRIBED AS SPECIAL WARRANTY DEED BETWEEN HACIENDA LAKES OF NAPLES, LLC AND BHEG SEVEN SHORES, LLC, RECORDED IN OFFICIAL RECORDS BOOK 6190, PAGES 105 THROUGH 110; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARIES OF LAST SAID LANDS; COURSE NO. 1: NORTH 02°31'19" WEST, 104.62 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 2: NORTHEASTERLY, 184.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 100°50'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 50°25'28" EAST, 161.87 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND A POINT ON A NON-TANGENTIAL CURVE; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID HACIENDA NORTH COMMUNITY DEVELOPMENT LANDS; COURSE NO. 1: EASTERLY, 5.61 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 105.00 FEET, THROUGH A CENTRAL ANGLE OF 03°03'31" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 77°37'18" EAST, 5.60 FEET; COURSE NO. 2: NORTH 02°31'19" WEST, 234.55 FEET TO A POINT ON A NON-TANGENTIAL CURVE; COURSE NO. 3: WESTERLY, 5.70 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 03°26'17" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 69°19'25" WEST, 5.70 FEET; THENCE SOUTH 02°31'19" EAST, A DISTANCE OF 231.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,261 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.

Z:\HACIENDA LAKES\HACIENDA LAKES OF NAPLES NORTH CDD\CDD less BHEG\2023-289
LEGAL DESCRIPTION.docx

Page 5 of 8

RHODES & RHODES LAND SURVEYING, INC.

***88100 BONITA GRANDE DRIVE, #107 NAPLES, FLORIDA 34185
PHONE (889) 406-8166 FAX (889) 406-8163***

“TOLL LAND WITHIN CDD PROPERTY”

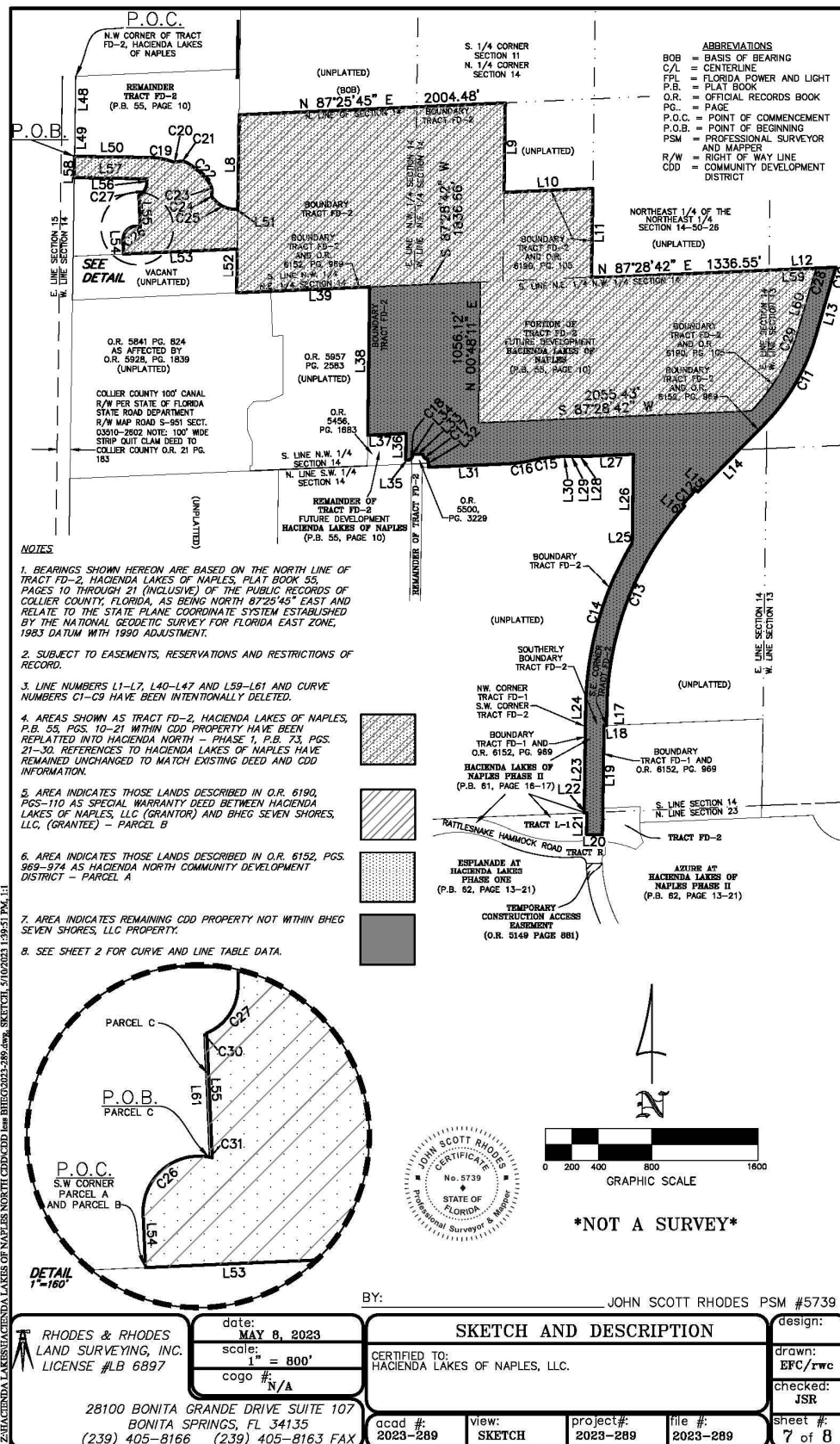
THOSE LANDS DESCRIBED ABOVE AS “**TOLL PROPERTY**” LESS AND EXCEPT THOSE LANDS
DESCRIBED ABOVE AS “**TOLL PROPERTY**” NOT ENCUMBERED BY “**CDD PROPERTY**”

CONTAINING 6,128,299 SQUARE FEET OR 140.69 ACRES, MORE OR LESS.

CDD PROPERTY NOT OWNED BY TOLL

THOSE LANDS DESCRIBED ABOVE AS “**CDD PROPERTY**” LESS AND EXCEPT THOSE LANDS
DESCRIBED ABOVE AS “**TOLL LAND WITHIN CDD PROPERTY**”.

CONTAINING 2,488,784 SQUARE FEET OR 57.13 ACRES, MORE OR LESS.



Z:\FACIENDA LAKES\FACIENDA LAKES OF NAPLES NORTH\CD\CD\CD - BREC\2023-289.dwg, TABLES, 3/8/2023 10:16:47 AM, 1:1

LINE TABLE		
LINE	LENGTH	BEARING
L8	708.91'	N 00°48'45" E
L9	671.11'	S 00°47'37" W
L10	668.22'	N 87°27'14" E
L11	671.39'	S 00°47'14" W
L12	504.61'	N 87°30'06" E
L13	370.15'	S 16°03'09" W
L14	705.32'	S 44°39'20" W
L15	20.00'	N 45°20'40" W
L16	20.00'	S 48°50'49" E
L17	127.52'	S 00°47'07" W
L18	20.03'	S 87°37'31" W
L19	820.13'	S 00°47'12" W
L20	120.00'	N 89°12'48" W
L21	163.01'	N 00°47'12" E
L22	20.03'	S 87°37'31" W
L23	650.49'	N 00°47'14" E
L24	136.38'	N 00°47'14" E
L25	5.70'	N 87°33'06" E
L26	671.53'	N 00°47'03" E
L27	334.19'	S 87°31'38" W
L28	134.31'	S 89°44'23" W
L29	0.82'	N 04°44'35" W
L30	105.71'	S 87°31'38" W
L31	598.35'	S 87°31'38" W
L32	60.04'	N 04°34'13" W
L33	80.00'	N 89°11'49" W
L34	8.59'	S 00°48'11" W
L35	17.03'	S 87°31'38" W
L36	200.33'	N 00°48'11" E
L37	289.47'	S 87°31'38" W
L38	1111.00'	N 00°48'11" E
L39	1002.41'	S 87°28'42" W
L48	344.07'	S 00°50'27" W
L49	255.61'	S 00°49'30" W
L50	563.89'	S 89°10'15" E
L51	17.82'	S 89°11'15" E
L52	335.13'	N 00°48'45" E
L53	857.11'	S 87°27'58" W
L54	104.67'	N 02°31'19" W
L55	234.55'	N 02°31'19" W
L56	37.03'	N 00°49'45" E
L57	845.06'	N 89°10'15" W
L58	160.00'	N 00°49'30" E
L59	356.20'	N 87°30'06" E
L60	370.15'	S 16°03'09" W
L61	231.33'	N 02°31'19" W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C10	9860.00	0°58'11"	165.87'	165.87'	S 16°32'15" W
C11	1580.00	28°38'11"	788.77'	780.60'	S 30°21'15" W
C12	2390.00	3°30'10"	146.11'	146.09'	S 42°54'15" W
C13	2370.00	40°21'59"	1669.72'	1635.40'	S 20°58'11" W
C14	2530.00	28°30'04"	1302.67'	1288.33'	N 15°32'13" E
C15	940.00	11°03'18"	181.37'	181.09'	S 81°59'59" W
C16	1000.00	11°03'18"	192.95'	192.65'	S 81°59'59" W
C17	35.00	93°16'33"	56.98'	50.89'	N 45°50'05" W
C18	35.00	86°43'27"	52.98'	48.06'	S 44°09'55" W
C19	530.00	19°41'43"	182.19'	181.29'	S 78°19'24" E
C20	35.00	38°15'49"	23.37'	22.94'	S 88°36'27" E
C21	110.00	49°31'14"	95.07'	92.14'	S 82°58'44" E
C22	570.00	21°24'22"	212.96'	211.72'	S 47°30'56" E
C23	110.00	47°42'50"	91.60'	88.98'	S 12°57'20" E
C24	35.00	48°16'55"	29.49'	28.63'	S 13°14'22" E
C25	220.00	51°48'25"	198.92'	192.22'	S 63°17'02" E
C26	105.00	103°54'28"	190.42'	165.38'	N 51°57'14" E
C27	95.00	88°46'31"	110.72'	104.58'	N 34°13'00" E
C28	10000.00'	0°41'08"	119.65'	119.65'	S 18°23'43" W
C29	1440.00'	28°10'27"	708.09'	700.98'	S 30°08'22" W
C30	95.00'	3°26'17"	5.70'	5.70'	N 69°19'25" E
C31	105.00'	3°03'31"	5.61'	5.60'	N 77°37'18" W

NOT A SURVEY

 RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897	date: MAY 8, 2023	SKETCH AND DESCRIPTION CERTIFIED TO: HACIENDA LAKES OF NAPLES, LLC.		design: drawn: EFC/rwc	
	scale: N/A			checked: JSR	
cogo #: N/A	acad #: 2023-289	view: TABLES	project #: 2023-289	file #: 2023-289	sheet #: 8 of 8

28100 BONITA GRANDE DRIVE SUITE 107
 BONITA SPRINGS, FL 34135
 (239) 405-8166 (239) 405-8163 FAX

EXHIBIT 6

RESOLUTION 2023-7

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
HACIENDA NORTH COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING THE OFFICERS OF THE
DISTRICT FOR FISCAL YEAR 2023-2024 AND PROVIDING
FOR EFFECTIVE DATE.**

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

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

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

Robert Mulhere	Chairman
Gary Hains	Vice Chairman
Russ Weyer	Secretary
Russ Weyer	Treasurer
Clifford Olson	Assistant Secretary
Dwight Nadeau	Assistant Secretary
Jason Tomassetti	Assistant Secretary

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

PASSED AND ADOPTED this 21st day of August, 2023.

**HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

EXHIBIT 7

RESOLUTION 2023-8

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
HACIENDA NORTH COMMUNITY DEVELOPMENT
DISTRICT ADOPTING THE ANNUAL MEETING
SCHEDULE FOR FISCAL YEAR 2023-2024; AND
PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

WHEREAS, the Board desires to adopt a Fiscal Year 2023-2024 annual meeting schedule attached as **Exhibit A**.

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

1. The Fiscal Year 2023-2024 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 21st day of August, 2023.

**HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

EXHIBIT “A”

BOARD OF SUPERVISORS MEETING DATES HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023-2024

The Board of Supervisors of the Hacienda North Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at the offices of Coleman, Yovanovich & Koester, PA, 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 at 10:00 a.m. unless otherwise indicated as follows:

October 16, 2023
November 20, 2023
December 18, 2023
January 22, 2024*
February 26, 2024*
March 18, 2024
April 15, 2024
May 20, 2024
June 17, 2024
July 15, 2024
August 19, 2024
September 16, 2024

*-Moved one week later due to Martin Luther King Day and President’s Day holidays.

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

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

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

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

District Manager

EXHIBIT 8

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

MINUTES OF MEETING

Board of Supervisors Meeting
Monday May 15, 2023, 10:22 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:

Robert Mulhere	Board Member
Dwight Nadeau	Board Member
Gary Hains	Board Member
Jason Tomassetti	Board Member
Chip Olson	Board Member

Also present were:

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

On Zoom:

Jacquelyn Larocque	Atwell, LLC
Misty Taylor	Bryant Miller Olive P.A.

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
9 **THIRD ORDER OF BUSINESS**

Organizational Matters

10
11 Mr. Weyer presented the FY 2023-2024 Operations & Maintenance budget. He reviewed
12 the budget line item by line item. He pointed out that the budget is mostly administrative.
13 He noted that field operations will most likely start in April according to Mr. Torres and
14 Mr. Jim Hepler from Toll Brothers.
15

16 Landscape maintenance will be mostly nurturing plants during their grow in period and
17 they are generally warranted for six months so there is no plant replacement budget.
18 According to WLM it will be a grow in budget. There will be electricity for irrigation
19 pumps along with lake maintenance.
20

21 Mr. Mulhere asked about the revenue stream and Mr. Weyer said that this fiscal year budget
22 will be funded by the Hacienda Lakes of Naples and Toll Brothers through direct bill
23 assessments.
24

25 There was no further discussion.
26

27 **A. CONSIDERATION OF RESOLUTION 2023-5: A RESOLUTION OF THE BOARD**
28 **OF SUPERVISORS OF HACIENDA NORTH COMMUNITY DEVELOPMENT**
29 **DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023-24**
30 **AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA**
31 **LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND**
32 **PROVIDING FOR AN EFFECTIVE DATE.**
33

34 Mr. Weyer presented Resolution 2023-5 which approves the proposed budget he just
35 reviewed and sets the public hearing date. He said that the public hearing date is Monday,
36 August 21st at 10 a.m. at the Esplanade clubhouse in Hacienda Lakes. The public hearing
37 and meeting will follow the Hacienda Lakes CDD public hearing and meeting.
38

39 There was no further discussion.
40

41 On MOTION by Mr. Olson and seconded by Mr. Mulhere, with all in favor, the Board of
42 Supervisors of the Hacienda North Community Development District approved Resolution 2023-
43 5 which sets the proposed FY 2023-2024 budget and sets the public hearing date of August 21,
44 2023.
45

1 Mr. Jason Tomassetti was presented as the candidate to fulfill Ms. Aguiar's remaining term
2 in Seat 1.
3

4 On MOTION by Mr. Mulhere and seconded by Mr. Nadeau, with all in favor, the Board of
5 Supervisors of the Hacienda North Community Development District to appoint Mr. Jason
6 Tomassetti to Seat 1.

7
8 Mr. Weyer then administered the oath of office to Mr. Tomassetti and Mr. Urbancic
9 administered the oath of office.

10
11 Next, Mr. Weyer presented Resolution 2023-3.
12
13

14 Mr. Weyer said that this resolution sets the District's slate of officers for the remainder of
15 fiscal year 2022-2023 since Mr. Tomassetti has been appointed to the Board. The two
16 changes are appointing Mr. Tomassetti as an Assistant Secretary and Mr. Hains as Vice
17 Chairman. He asked that the Board approve the resolution. There was no further
18 discussion.
19

20 On MOTION by Mr. Nadeau and seconded by Mr. Hains, with all in favor, the Board of
21 Supervisors of the Hacienda North Community Development District approved Resolution 2023-
22 3, designating the officers of the District for the remainder of FY 2022-2023.
23
24

25 **FOURTH ORDER OF BUSINESS**

Administrative Matters

26 27 **A. Consideration of the November 7, 2022 Meeting Minutes.**

28
29 Mr. Weyer presented the November 7, 2022 meeting minutes.
30

31 There were no comments or questions.
32

33 **B. Consideration of the May 2, 2023 Meeting Minutes.**

34
35 Mr. Weyer presented the May 2, 2023 meeting minutes.
36

37 There were no comments or questions.
38

39 On MOTION by Mr. Nadeau and seconded by Mr. Hains, with all in favor, the Board of
40 Supervisors of the Hacienda North Community Development District approved the May 2, 2023
41 meeting minutes.
42
43

1 **FIFTH ORDER OF BUSINESS**

Business Matters

2
3 **A. Consideration of the April 2023 Financials.**

4
5 Mr. Weyer presented the April 2023 financials. He pointed out that the off-roll assessments
6 are still at \$51,000 and the second half will be invoiced between Toll Brothers and
7 Hacienda Lakes of Naples on an acreage basis. The second half invoices will be going out
8 shortly.

9
10 There was no further discussion.
11
12
13

14 **SIXTH ORDER OF BUSINESS**

Financial Matters

15
16 Mr. Weyer noted that Ms. Taylor was on the call but had been disconnected. Mr. Weyer
17 asked Ms. Larocque if she needed anything regarding the bonds and she said that she has
18 everything needed and is on hold waiting to see if there are any more comments to her
19 report. Mr. Torres said that the documents are currently with Toll Brothers and he said
20 that Ms. Zare told him that once Toll Brothers completes their review and comments, MBS
21 will be ready to go to market.
22

23 There was no further discussion.
24

25 **SEVENTH ORDER OF BUSINESS**

Staff Reports

26
27 **Manager's Report –**

28
29 The next meeting is scheduled for Monday August 21st at 10 a.m. at the Esplanade
30 clubhouse in Hacienda Lakes. Mr. Weyer had nothing further to report.
31

32 **Attorney's Report –**

33
34 Mr. Urbancic reminded the Board that a bill requiring ethics training for CDD Board of
35 Supervisors will be upcoming for next year. He said that they will be developing a plan to assist
36 the Board with the process.
37

38 **Engineer's Report –**

39
40 Ms. Larocque had nothing further to report.
41

42 **EIGHTH ORDER OF BUSINESS**

Supervisors Requests

43
44 There were no Supervisor Requests.
45
46

NINTH ORDER OF BUSINESS

Public Comments

There were no public comments.

TENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

Print Name

Print Name

EXHIBIT 9

Hacienda North Community Development District

Statement of Activity

October 2022 - July 2023

Category	Total	Budget	Balance
Revenue			
1363116 Off Roll Assessments	\$51,325.00	\$101,325.00	-\$50,000.00
Developer Contribution - Bond Validation Cost	7,169.93		
Total Revenue	\$58,494.93	\$101,325.00	-\$50,000.00
Expenditures			
1100000 Administrative			
1511001 Board of Supervisors Stipend	4,000.00	8,000.00	4,000.00
1512100 Management Consulting Services	27,500.00	30,000.00	2,500.00
1513020 Office Expense	55.17	750.00	694.83
1513040 Regulatory and Permit Fees	300.00	175.00	-125.00
1513055 Legal Advertising	8,894.90	8,000.00	-894.90
1513075 Accounting Services	4,550.00	6,000.00	1,450.00
1513100 Insurance- General Liability	5,000.00	6,400.00	1,400.00
1514010 Legal Services	5,706.00	12,000.00	6,294.00
1514020 Bond Validation Legal Expenses	2,184.50	10,000.00	7,815.50
Bond Validation Cost	0.00		
Total Administrative	\$58,190.57	\$81,325.00	\$23,134.43
Net Cash Flow	\$304.36	\$20,000.00	-\$26,865.57
Off Roll Deposit 8-7 (Hacienda Lakes of Naples)	\$14,430.00		
Current Cash Position	\$14,734.36		
FY 2022-2023 2ND HALF OFF ROLL ASSESSMENTS			
Hacienda Lakes of Naples, LLC	\$14,432.31	Received	
Toll Brothers, Inc.	\$35,567.69	Billed 8-4-23	
	\$50,000.00		