

Hacienda North Community Development District

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

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

Tuesday, February 17, 2026, 9:00 a.m.
Seven Shores Clubhouse
8936 Oceana Way
Naples, Florida 34114

I. Roll Call.

II. Public Comments on Agenda Items.

III. GENERAL DISTRICT ITEMS

1. Consideration of the Following Organizational Matters:

A. Proof of Publication Exhibit 1

IV. Organizational Matters:

None to be considered at this time.

V. Administrative Matters

A. Acceptance of SFWMD Entry Bridge Surety Bond payment from Toll Brothers Exhibit 2

B. Consideration of the Notice of Publishing Legally Required Advertisements
and Public Notices on Collier County's Designated Publicly Accessible
Website. Exhibit 3

C. Deletion of Tract FD1 Temporary District Easement. Exhibit 4

D. Conveyance of Phase 3A, 3b and 3C potable water and wastewater utilities
to Collier County. Exhibit 5

VI. Budget Matters

A. Acceptance of January 2026 Financial Statements. Exhibit 6

VII. Business Matters

A. Assignment of Real Estate Econometrics, Inc., Contract Exhibit 7

B. Consulting Agreement Letter Exhibit 7

VIII. Financial Matters

None to be considered at this time.

IX. Staff Reports.

A. Manager

- Lakes Report

Exhibit 8

B. Legal Counsel.

C. Engineer.

X. Public Comments

XI. Supervisors' Requests

XII. Adjournment.

EXHIBIT 1

Public Notices

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BOARD OF SUPERVISORS

MEETING DATES

HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025-2026

The Board of Supervisors of the Hacienda North Community Development District will hold their regular meetings for Fiscal Year 2025-2026 on the third Tuesday of each month at the Seven Shores Clubhouse, 8936 Oceana Way Naples, FL 34114 at 9:00 a.m. unless otherwise indicated as follows:

October 21, 2025

November 18, 2025

December 16, 2025

January 20, 2026

February 17, 2026

March 17, 2026

April 21, 2026

May 19, 2026

June 16, 2026

July 21, 2026

August 18, 2026

September 15, 2026

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

10/7/25 #11732720

EXHIBIT 2

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Surety Bond to Demonstrate Financial Assurance

Right of Way Section

BOND NO: PB00579800155

Bond Execution Date August 24, 2022	Effective Date August 24, 2022
Principal (Legal Name) Seven Shores HOA	
Business Address 24201 Walden Center Drive, Suite 204, Bonita Springs, FL 34134	
Type of Organization ☐ Individual ☐ Joint Venture ☐ Partnership ☒ Corporation ☐ Limited Liability Company	
State of Incorporation Florida	
License and Registration: The Surety is licensed and registered in the State of Florida	
Surety Name Philadelphia Indemnity Insurance Company	
Business Address One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004	
Scope of Coverage Permit Bond	
Pursuant to the requirements of Right of Way Occupancy Application or Permit No. <u>16707-R</u> issued by the South Florida Water Management District ("District") including the plans approved by said permit.	
Total Sum of Bond One Hundred Twenty Five Thousand (\$125,000)	Surety's Bond Number PB00579800155
Period of Coverage: This Bond shall continue to be effective until notification of final release by the District.	

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District in the above sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the sum.

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall successfully complete the activities set forth in the scope of coverage herein to the satisfaction of the District which this Performance Bond ("Bond") guarantees, as required by Right of Way Occupancy Application or Permit No. 16707-R and the plans approved by such permit, as such permit and plans may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance, as specified in the administrative rules of the District, and obtain the District's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the District from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this Bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Right of Way Section Administrator of the District that the Principal has been found in violation of the requirements of Right of Way Occupancy Application or Permit No. 16707-R by failing to perform the activities set forth in the scope of coverage herein for which this Bond guarantees performance, the Surety(ies) shall, within 60 days of receiving such notice, either perform such activities in accordance with the permit and other permit requirements and pursuant to the written directions of the District, or place the Bond amount guaranteed for the activities included in the scope of coverage (the total sum of this Bond) into a standby trust fund as directed by the District.

Surety Bond to Demonstrate Financial Assurance

Right of Way Section

Upon notification by the Section Administrator of the Right of Way Section of the District that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the District during the 90 days following receipt by both the Principal and the District of a notice of cancellation of the Bond, the Surety(ies) shall place funds in the amount guaranteed for the activities set forth in the scope of coverage herein (the total sum of this Bond) into a standby trust fund as directed by the District.

The Surety(ies) hereby waive(s) notification of amendments to the plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this Bond.

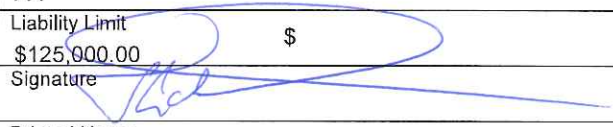
The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the sum shown on the face of the Bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said sum.

The Principal may terminate this Bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the Bond by the District.

Principal and Surety(ies) hereby agree to adjust the sum of the Bond every five (5) years from the executed bond date so that it guarantees increased or decreased cost for the activities set forth in the scope of coverage herein, provided that no decrease in the sum takes place without the written permission of the District.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this Bond on behalf of the Principal and Surety(ies).

Seven Shores HOA	PRINCIPAL	CORPORATE SURETY(IES) (For each co-surety, provide the following)	
Signature		Name	Philadelphia Indemnity Insurance Company
Printed Name and Title	JAMES HEPLER, VICE PRESIDENT	Address	One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
		State of Incorporation	PA
		Liability Limit	\$125,000.00
		Signature	
		Printed Name and Title	James L. Hahn, Attorney-in-Fact

Corporate Seal

Corporate Seal

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Surety Company Affidavit

Right of Way Section

TO: South Florida Water Management District

RE: Application/Permit Number 16707-R

Permittee Name	Seven Shores HOA
Business Address	24201 Walden Center Drive, Suite 204 Bonita Springs, FL 34134
Phone Number	239-949-2403
Bond Amount	\$ 125,000.00
Surety Company Name	Philadelphia Indemnity Insurance Company
Business Address	One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Phone Number	610-617-5984

BEFORE ME, the undersigned authority, personally appeared the AFFIANT, who being duly sworn says:

- 1) He/She is the Attorney-in-Fact of the Surety Company
- 2) In accordance with Section 287.0935, Florida Statutes, the Surety Company fulfills each of the following provisions:
 - a) The Surety Company is licensed to do business in the State of Florida;
 - b) The Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida;
 - c) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e) The Surety Company holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 USC, ss. 9304 to 9308.

Affiant's Signature (Officer of Surety Company)		Date August 24, 2022
Affiant's Title James L. Hahn, Attorney-in-Fact		

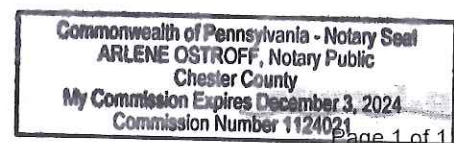
STATE OF PACOUNTY OF Chester

Before me this day personally appeared James L. Hahn, who, being duly sworn, executed this Affidavit and acknowledged to and before me the truthfulness and accuracy of the statements in the Affidavit.

Sworn to (or affirmed) and subscribed before me this 24 th day of August, 20 22, by
James L. Hahn, personally known to me ~~as~~ produced ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ as identification.

Notary signature 
 Arlene Ostroff

SEAL



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Joseph W. Kolok, Jr., James L. Hahn, Daniel P. Dunigan, Brian C. Block & William F. Simkiss, of The Simkiss Agency, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

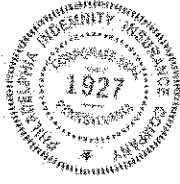
RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

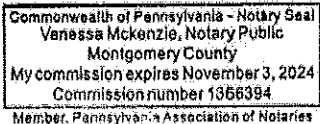


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of August, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

REQUEST FOR BOND

TO:
Lynda Mills (lmills@tollbrothers.com)
Phone #: 215-938-8167
Keith Delany (kdelany@tollbrothers.com)
Phone #: 215-938-8193
John Wilson (jwilson2@tollbrothers.com)
Phone #: 215-293-6095

REQUEST FROM: James Hepler
PHONE#: 847-456-4492
FAX#: _____
DATE: 8/15/2022
VP APPROVAL: _____
VP PRINT NAME: Sean Walsh
REQUIRED IF OVER \$3M:

Mike Grubb or Bob McCarron (required on LD Bonds)

THIS FORM IS TO BE COMPLETED AS SOON AS THE NEED FOR A BOND IS IDENTIFIED. THIS SHOULD BE NO LATER THAN 10 BUSINESS DAYS BEFORE THE BOND IS REQUIRED.

If you have Documentation that needs to be mailed send to: Lynda Mills, 1140 Virginia Drive, Fort Washington, PA 19034

TOLL BROTHERS' POLICY IS TO SUBMIT TO THE INSURANCE COMPANY STANDARD LANGUAGE, ADJUSTED FOR BUSINESS TERMS (E.G. DATES AND COMMUNITY/OWNING ENTITY NAMES), FOR BENEFICIARY APPROVAL.

NAME OF COMMUNITY: Seven Shores

Cost Coding	80549201	/	1510	/	35312-1
	Cost Center		Object Account		Sub Account
	Business Unit		Cost Type		Cost Code
Land Development Cost Center/Business Unit Examples:					
JDE Cost Center:	XXXX03XXXX		1521		XXXX (2904,2905,2906,2911,2912)
E1 Business Unit:	XXXX92XX		1510		XXXXX-X (35312-1, 35312-2, 35312-3, 35316-1,35316-2)

OBLIGEE: South Florida Water Management District

ADDRESS (NO P.O. BOXES): 3301 Gun Club Road, West Palm Beach, FL 33406

APPROXIMATE AMOUNT OF BOND: \$ 125,000.00

COST TO COMPLETE WORK SECURED BY BOND: \$ 125,000.00

(YOU MUST PROVIDE SUPPORT)

DATE BOND IS NEEDED: 8/24/2022

INITIAL EXPIRATION 8/24/2023

EXPECTED FREQUENCY OF REDUCING BALANCE OF BOND: none

EXPECTED DATE OF COMPLETION OF WORK: 12/1/2023

DESCRIPTION OF WORK WHICH BOND WILL SECURE (*abbreviate so the first 22 characters indicate phase & type of work being secured (examples: Ph.2-Sewer/Water or Main St.-Rd. Improv.):*

to build an entrance bridge crossing over county water ROW

DOES THE BENEFICIARY/OBLIGEE REQUIRE SPECIFIC LANGUAGE?

YES ☒

NO ☐

(IF YES, PLEASE ATTACH A SAMPLE OF REQUIRED FORMAT)

ARE THERE ANY OTHER RESTRICTIONS?

YES ☐

NO ☒

(IF YES, PLEASE EXPLAIN)

****Please Do Not Leave Any Questions Unanswered N/A Is Acceptable***

From: [Alex Ramos](#)
To: [Jim Hepler](#)
Cc: [Jackie Larocque](#); [Nick Walters](#); [Jessica Linn](#)
Subject: Hacienda North - District ROW Surety Bond for App. #220111-32673
Date: Monday, August 8, 2022 2:41:37 PM
Attachments: [2. Demolition Cost Estimate.pdf](#)
[Surety Bond Form OM-ROW-1336.pdf](#)

Good afternoon Jim –

The district is requiring a surety bond for the cost of demolition of the proposed entrance bridge. May you please complete the surety bond (attached) and return for resubmittal. The bond amount from our cost estimate is \$125,000.00. See district comment below and pdf attached for reference.

“As stated in a previous RAI, a cash bond is required for the construction of private bridges crossing the District's right of way equal to the estimated demolition cost of the of the bridge. According to the submitted demolition cost estimate, the demolition cost is \$125,000. Please fill out the attached Surety Bond to Demonstrate Financial Assurance form and submit the financial assurance. Please note that once the bridge is constructed and the permit is transferred to the homeowners association, then the financial assurance will be released and the HOA will be responsible for posting the cash bond.”

Thank you,

Alex Ramos

Engineer

ATWELL, LLC

239.405.7777 Tel

239.908.3407 Direct

239.406.7899 Fax

28100 Bonita Grande Dr | Suite 305 | Bonita Springs, FL 34135

www.atwell-group.com

Surety Bond to Demonstrate Financial Assurance**Right of Way Section**

Bond Execution Date	Effective Date
Principal (Legal Name)	
Business Address	
Type of Organization ☐ Individual ☐ Joint Venture ☐ Partnership ☐ Corporation ☐ Limited Liability Company	
State of Incorporation	
License and Registration: The Surety is licensed and registered in the State of Florida	
Surety Name	
Business Address	
Scope of Coverage	
Pursuant to the requirements of Right of Way Occupancy Application or Permit No. _____ issued by the South Florida Water Management District ("District") including the plans approved by said permit.	
Total Sum of Bond	Surety's Bond Number
Period of Coverage: This Bond shall continue to be effective until notification of final release by the District.	

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District in the above sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the sum.

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall successfully complete the activities set forth in the scope of coverage herein to the satisfaction of the District which this Performance Bond ("Bond") guarantees, as required by Right of Way Occupancy Application or Permit No. _____ and the plans approved by such permit, as such permit and plans may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance, as specified in the administrative rules of the District, and obtain the District's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the District from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this Bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Right of Way Section Administrator of the District that the Principal has been found in violation of the requirements of Right of Way Occupancy Application or Permit No. _____ by failing to perform the activities set forth in the scope of coverage herein for which this Bond guarantees performance, the Surety(ies) shall, within 60 days of receiving such notice, either perform such activities in accordance with the permit and other permit requirements and pursuant to the written directions of the District, or place the Bond amount guaranteed for the activities included in the scope of coverage (the total sum of this Bond) into a standby trust fund as directed by the District.

Surety Bond to Demonstrate Financial Assurance

Right of Way Section

Upon notification by the Section Administrator of the Right of Way Section of the District that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the District during the 90 days following receipt by both the Principal and the District of a notice of cancellation of the Bond, the Surety(ies) shall place funds in the amount guaranteed for the activities set forth in the scope of coverage herein (the total sum of this Bond) into a standby trust fund as directed by the District.

The Surety(ies) hereby waive(s) notification of amendments to the plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this Bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the sum shown on the face of the Bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said sum.

The Principal may terminate this Bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the Bond by the District.

Principal and Surety(ies) hereby agree to adjust the sum of the Bond every five (5) years from the executed bond date so that it guarantees increased or decreased cost for the activities set forth in the scope of coverage herein, provided that no decrease in the sum takes place without the written permission of the District.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this Bond on behalf of the Principal and Surety(ies).

PRINCIPAL	CORPORATE SURETY(IES) (For each co-surety, provide the following)
Signature	Name
Printed Name and Title	Address
	State of Incorporation
	Liability Limit \$
	Signature
	Printed Name and Title

Corporate Seal

Corporate Seal

Surety Company Affidavit**Right of Way Section**

TO: South Florida Water Management District

RE: Application/Permit Number _____

Permittee Name
Business Address
Phone Number
Bond Amount \$
Surety Company Name
Business Address
Phone Number

BEFORE ME, the undersigned authority, personally appeared the AFFIANT, who being duly sworn says:

- 1) He/She is the _____ of the Surety Company
- 2) In accordance with Section 287.0935, Florida Statutes, the Surety Company fulfills each of the following provisions:
 - a) The Surety Company is licensed to do business in the State of Florida;
 - b) The Surety Company holds a certificate of authority authorizing it to write surety bonds in Florida;
 - c) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e) The Surety Company holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 USC, ss. 9304 to 9308.

Affiant's Signature (Officer of Surety Company)	Date
Affiant's Title	

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____, who, being duly sworn, executed this Affidavit and acknowledged to and before me the truthfulness and accuracy of the statements in the Affidavit.

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, personally known to me or produced _____ as identification.

Notary signature _____

SEAL

EXHIBIT 3

**Hacienda North Community Development District
Notice of Publishing Legally Required Advertisements and Public Notices
on Collier County's Designated Publicly Accessible Website**

Notice of hereby given pursuant to Section 50.0311(6), Florida Statutes, that Hacienda North Community Development District ("District") intends to utilize Collier County's designated publicly accessible website to publish legally required advertisements and public notices. Legal advertisements and public notices will be posted at: <https://notices.collierclerk.com/>. The District's utilization of Collier County's designated publicly accessible website shall begin on March 1, 2026. In accordance with Section 50.0311(6), Florida Statutes, property owners and residents within the District may receive legally required advertisements and public notices from the District by first-class mail or email upon registering their name and address or email address with the District Manager of the District. Registration for the receipt of legally required advertisements and public notices may be done by contacting the District Manager at Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102, by calling (239) 269-1341 or by email at rweyer@ree-i.com.

District Manager
Hacienda North Community Development District
<https://Haciendanorthcdd.com>

PUBLISHED: February 20, 2026

EXHIBIT 4

This instrument was prepared without
opinion of title and after recording return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

TEMPORARY ACCESS, DRAINAGE AND UTILITY EASEMENT
(TRACT FD1)

THIS TEMPORARY ACCESS, DRAINAGE AND UTILITY EASEMENT (this "**Easement**") is made this 1 day of April, 2024, by **HACIENDA NORTH APARTMENTS, LLC**, a Florida limited liability company, whose address is 7742 Alico Road, Fort Myers, FL 33912 ("**Grantor**") to **HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, FL 34102 ("**Grantee**"). (Wherever used in this Easement, the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns. Grantor and Grantee are used for singular or plural, as the context requires.)

WITNESSETH

WHEREAS, Grantor is the fee simple owner of that certain real property described on **Exhibit "A"** attached hereto and made a part hereof ("**Property**"), which Property is known as Tract FD1 within the community known as "Seven Shores" located in Collier County, Florida (the "**County**"); and

WHEREAS, Grantor has constructed, or is constructing, certain stormwater management and drainage facilities, potable water and sanitary sewer facilities, and other public improvements within and/or benefitting Tract FD1 (collectively, "**Improvements**") that are intended to be acquired or purchased by Grantee and thereafter operated and maintained by Grantee as public improvements; and

WHEREAS, Grantor is in the process of subdividing the Property through one or more subdivision plats with the County (individually, a "**Plat**" and collectively, "**Plats**"), with various permanent easements and dedications on the applicable Plat to Grantee. However, the Plat(s) for the Property have not been finalized and recorded at the time of this Easement; and

WHEREAS, Grantor desires to grant to Grantee, a temporary easement for access, drainage and utilities over, under, across, through and upon the Property for the construction, operation, maintenance, repair and replacement of the Improvements, subject to the terms set forth herein, until such time as sufficient permanent easements are dedicated to Grantee by the Plat(s) or otherwise; and

WHEREAS, it is the intention of the parties that this Easement not endure in perpetuity and that this Easement is for the temporary use of Grantee until permanent access, drainage and utility easements are dedicated to Grantee by the applicable Plat or otherwise.

NOW, THEREFORE, Grantor hereby states as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.

2. Grant of Temporary Easement. Grantor hereby grants and conveys to Grantee a temporary, non-exclusive easement for access, drainage and utilities over, under, across, through and upon the Property for the operation and maintenance of the Improvements. The easement granted herein shall include the right of pedestrian and vehicular ingress and egress over, across, upon, and through the Property for purposes of effectuating this easement. Further, Grantee shall have full authority to enter upon the Property and install, construct, use, operate, maintain, repair, replace, remove and relocate stormwater, drainage and utility facilities of any kind whatsoever thereon.

3. Term of Easement. Due to Grantor's anticipated platting of the Property, this Easement shall terminate at such time that permanent access, drainage and utility easements for the Property are dedicated to Grantee, which easements allow for Grantee's full operation and maintenance of the Improvements located on the Property, whether by the recording of the applicable Plat(s) or express grant of easement. Upon the occurrence of the event of termination as set forth herein, the term of this Easement shall expire, and this Easement shall automatically be cancelled, become null and void, and be of no further force or effect, without the recording of any further document evidencing such termination of Grantee's interest. At such time of termination, however, if requested by Grantor to clarify the public records of Collier County, Grantee shall execute a release of this Easement as to the Property.

[Signature on the following pages.]

IN WITNESS WHEREOF, Grantor has executed this Easement on the day and year written above.

GRANTOR:

HACIENDA NORTH APARTMENTS, LLC,
a Florida limited liability company

Witnesses:

Signature

Printed Name: ALEX LICATA

Address: 3135 ANDORRA CT.
NAPLES, FL 34109

Signature

Printed Name: W. Taylor Whitcomb

Address: 128 Coral Vine Dr.
Naples, FL 34110

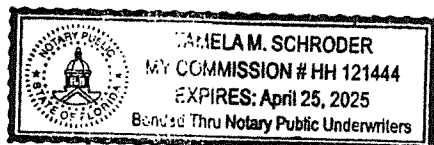
By:

David E. Torres, Manager

STATE OF FL)
) ss.
COUNTY OF Collier)

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 1 day of April, 2024, by David E. Torres, as Manager of Hacienda North Apartments, LLC, a Florida limited liability company, on behalf of said entity, who (X) is personally known to me or () has produced _____ as evidence of identification.

(SEAL)



Tamela M. Schroder
NOTARY PUBLIC
Name: Tamela M. Schroder
(Type or Print)
My Commission Expires: _____

Exhibit "A"

Tract "FD1", Hacienda North – Phase 1, according to the plat thereof, as recorded in Plat Book 73, Pages 21 through 30, inclusive, of the Public Records of Collier County, Florida.

NOT A
CERTIFIED
COPY

EXHIBIT 5

Prepared by:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

OWNER'S AFFIDAVIT
(Hacienda North CDD to Collier County)
(Phases 3A, 3B & 3C)

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Robert Mulhere, who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is Robert Mulhere. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.
2. I am the Chair of **HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, the owner of the subject utility system(s) that are located within that certain real property in Collier County, Florida, and described on **Exhibit "A"**. Such real property is owned by BHEG SEVEN SHORES LLC, a Delaware limited liability company, and said **Exhibit "A"** shows the location of the subject utility facilities being conveyed.
3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.
4. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises
5. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded Uniform Commercial Code Financing Statement, or by any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the utility system(s) or portion(s) thereof and/or any easement being conveyed to the County.
6. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to the extent permitted by Florida law and without waiving any protections of sovereign immunity afforded by Florida law, to hold the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board

of the Collier County Water-Sewer District harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, materialman, or laborer, and against chattel mortgages, security interests or repair of the subject potable water and wastewater utility system(s) or portion(s) thereof by or on behalf of owner. Affiant is used as singular or plural, as the context requires.

7. The utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached **Exhibit "A"**.

{Remainder of page intentionally left blank. Signatures appear on next page.}

FURTHER AFFIANT SAYETH NAUGHT.

DATED this ____ day of _____, 2026.

Robert Mulhere, as Chair of Hacienda North
Community Development District

SUBSCRIBED AND SWORN to before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by Robert Mulhere, as Chair of Hacienda North Community Development District, who is personally known to me as _____ OR who produced identification. Type of identification produced: _____.

Notary Public
My Commission Expires: _____

Printed, Typed or Stamped Name of Notary

Exhibit "A"
Legal Description

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION

A PORTION OF TRACT "FD3A" OF THE PLAT OF SEVEN SHORES—PHASE 2 AS RECORDED IN PLAT BOOK 74, PAGES 53 THROUGH 59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "OS15" OF SAID PLAT SEVEN SHORES—PHASE 2 AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 975.00 FEET, THROUGH A CENTRAL OF 08°43'52", A CHORD BEARING OF N 83°43'10" E, WITH A CHORD DISTANCE OF 148.43 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 148.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL OF 08°07'28", A CHORD BEARING OF N 83°24'58" E, WITH A CHORD DISTANCE OF 74.38 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.44 FEET; THENCE RUN N 87°28'42" E A DISTANCE OF 586.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL OF 17°15'52", A CHORD BEARING OF S 83°53'22" E, WITH A CHORD DISTANCE OF 157.60 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 475.00 FEET, THROUGH A CENTRAL OF 17°15'52", A CHORD BEARING OF S 83°53'22" E, WITH A CHORD DISTANCE OF 142.59 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 143.13 FEET; THENCE RUN N 87°28'42" E A DISTANCE OF 458.62 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 50.00 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 110.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 82°26'27", A CHORD BEARING OF S 46°15'28" W, WITH A CHORD DISTANCE OF 32.95 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 35.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 175.00 FEET, THROUGH A CENTRAL OF 11°00'55", A CHORD BEARING OF S 10°32'42" W, WITH A CHORD DISTANCE OF 33.59 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.64 FEET; THENCE RUN S 16°03'09" W A DISTANCE OF 116.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1270.00 FEET, THROUGH A CENTRAL OF 02°35'43", A CHORD BEARING OF S 17°21'01" W, WITH A CHORD DISTANCE OF 57.52 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 57.53 FEET; THENCE RUN N 87°28'27" W A DISTANCE OF 52.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1220.00 FEET, THROUGH A CENTRAL OF 03°16'31", A CHORD BEARING OF N 17°41'24" E, WITH A CHORD DISTANCE OF 69.73 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 69.74 FEET; THENCE RUN N 16°03'09" E A DISTANCE OF 116.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 125.00 FEET, THROUGH A CENTRAL OF 03°19'13", A CHORD BEARING OF N 14°23'32" E, WITH A CHORD DISTANCE OF 7.24 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 7.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 105°15'14", A CHORD BEARING OF N 39°53'41" W, WITH A CHORD DISTANCE OF 39.74 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.93 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 246.81 FEET

CONTINUED ON SHEET 2 OF 4

NOAH CATHA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #6873
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

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Orlando, FL 32819
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(LB #7508)

SCALE: N/A JOB#: 8054 DRAWN: CDB CHECK: NC
DATE: 11/14/25 REVISION: SHEET 1 of 4

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION

CONTINUED FROM SHEET 1 OF 4

TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL OF 17°15'52", A CHORD BEARING OF N 83°53'22" W, WITH A CHORD DISTANCE OF 157.60 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 475.00 FEET, THROUGH A CENTRAL OF 17°15'52", A CHORD BEARING OF N 83°53'22" W, WITH A CHORD DISTANCE OF 142.59 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 143.13 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 274.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 90°00'00", A CHORD BEARING OF S 42°28'42" W, WITH A CHORD DISTANCE OF 35.36 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 10.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 275.00 FEET, THROUGH A CENTRAL OF 32°55'19", A CHORD BEARING OF S 13°56'21" W, WITH A CHORD DISTANCE OF 155.85 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 480.00 FEET, THROUGH A CENTRAL OF 08°37'08", A CHORD BEARING OF S 26°05'27" W, WITH A CHORD DISTANCE OF 72.14 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 72.21 FEET; THENCE RUN N 70°41'24" W A DISTANCE OF 50.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 530.00 FEET, THROUGH A CENTRAL OF 08°51'08", A CHORD BEARING OF N 25°58'27" E, WITH A CHORD DISTANCE OF 81.80 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 81.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 225.00 FEET, THROUGH A CENTRAL OF 32°55'19", A CHORD BEARING OF N 13°56'21" E, WITH A CHORD DISTANCE OF 127.51 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 129.28 FEET; THENCE RUN N 02°31'18" W A DISTANCE OF 10.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 90°00'00", A CHORD BEARING OF N 47°31'18" W, WITH A CHORD DISTANCE OF 35.36 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 212.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 475.00 FEET, THROUGH A CENTRAL OF 08°07'28", A CHORD BEARING OF S 83°24'58" W, WITH A CHORD DISTANCE OF 67.30 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 67.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1025.00 FEET, THROUGH A CENTRAL OF 08°51'47", A CHORD BEARING OF S 83°47'07" W, WITH A CHORD DISTANCE OF 158.40 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.56 FEET TO THE SOUTHEAST CORNER OF TRACT R-2, OCEANA WAY, A 50' RIGHT OF WAY, OF SAID PLAT OF SEVEN-SHORES PHASE 2; THENCE RUN N 00°47'14" E A DISTANCE OF 50.05 FEET TO THE POINT OF BEGINNING,

CONTAINING 103,289.6 SQUARE FEET, 2.371 ACRES MORE OR LESS

SEVEN SHORES
PHASE 3

PROPOSED RIGHT-OF-WAY

TOLL FL, LP

COLLIER COUNTY, FL

SCALE: N/A JOB#: 8054 DRAWN: CDB CHECK: NC
DATE: 11/14/25 REVISION: SHEET 2 of 4

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(LB #7508)

DRAWN: CDB CHECK: NC
SHEET 3 OF 4

LINE AND CURVE TABLE

LINE	BEARING	DISTANCE
L1	S 02°31'18" E	50.00'
L4	N 87°28'27" W	52.14'
L5	S 16°03'09" W	116.49'
L6	N 87°28'42" E	246.81'
L7	S 87°28'42" W	274.17'
L8	S 02°31'18" E	10.49'
L9	N 70°41'24" W	50.04'
L10	S 02°31'18" E	10.49'
L11	S 87°28'42" W	212.09'
L12	N 00°47'14" E	50.05'

CURVE	RADIUS	ARC	CHORD	BEARING	ANGLE
C1	975.00'	148.58'	148.43'	S 83°43'10" W	8°43'52"
C2	525.00'	74.44'	74.38'	S 83°24'58" W	8°07'28"
C3	525.00'	158.19'	157.60'	S 83°53'22" E	17°15'52"
C4	475.00'	143.13'	142.59'	N 83°53'22" W	17°15'52"
C5	25.00'	35.97'	32.95'	N 46°15'28" E	82°26'27"
C6	175.00'	33.64'	33.59'	S 10°32'42" W	11°00'55"
C7	1270.00'	57.53'	57.52'	S 17°21'01" W	2°35'43"
C8	1220.00'	69.74'	69.73'	S 17°41'24" W	3°16'31"
C9	25.00'	45.93'	39.74'	S 39°53'41" E	105°15'14"
C10	525.00'	158.19'	157.60'	S 83°53'22" E	17°15'52"
C11	475.00'	143.13'	142.59'	N 83°53'22" W	17°15'52"
C12	25.00'	39.27'	35.36'	S 42°28'42" W	90°00'00"
C13	275.00'	158.01'	155.85'	N 13°56'21" E	32°55'19"
C14	480.00'	72.21'	72.14'	S 26°05'27" W	8°37'08"
C15	530.00'	81.89'	81.80'	S 25°58'27" W	8°51'08"
C16	225.00'	129.28'	127.51'	S 13°56'21" W	32°55'19"
C17	25.00'	39.27'	35.36'	S 47°31'18" E	90°00'00"
C18	475.00'	67.35'	67.30'	S 83°24'58" W	8°07'28"
C19	1025.00'	158.56'	158.40'	S 83°47'07" W	8°51'47"

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

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SCALE: N/A JOB#: 8054
DATE: 11/14/25 REVISION:

DRAWN: CDB CHECK: NC
SHEET 4 of 4

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION

A PORTION OF TRACT "FD3A" OF THE PLAT OF SEVEN SHORES—PHASE 2 AS RECORDED IN PLAT BOOK 74, PAGES 53 THROUGH 59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 313 OF SAID PLAT OF SEVEN—SHORES PHASE 2 AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1025.00 FEET, THROUGH A CENTRAL OF 01°20'47", A CHORD BEARING OF N 88°53'24" E, WITH A CHORD DISTANCE OF 24.08 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.08 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1025.00 FEET, THROUGH A CENTRAL OF 08°51'47", A CHORD BEARING OF N 83°47'07" E, WITH A CHORD DISTANCE OF 158.40 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 475.00 FEET, THROUGH A CENTRAL OF 08°07'28", A CHORD BEARING OF N 83°24'58" E, WITH A CHORD DISTANCE OF 67.30 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 67.35 FEET; THENCE RUN N 87°28'42" E A DISTANCE OF 212.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 90°00'00", A CHORD BEARING OF S 47°31'18" E, WITH A CHORD DISTANCE OF 35.36 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 10.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 225.00 FEET, THROUGH A CENTRAL OF 32°55'19", A CHORD BEARING OF S 13°56'21" W, WITH A CHORD DISTANCE OF 127.51 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 129.28 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 530.00 FEET, THROUGH A CENTRAL OF 08°51'08", A CHORD BEARING OF S 25°58'27" W, WITH A CHORD DISTANCE OF 81.80 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 81.89 FEET TO THE POINT OF BEGINNING; THENCE RUN S 70°41'24" E A DISTANCE OF 50.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 480.00 FEET, THROUGH A CENTRAL OF 24°18'11", A CHORD BEARING OF S 09°37'47" W, WITH A CHORD DISTANCE OF 202.08 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 203.60 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 210.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL OF 44°24'55", A CHORD BEARING OF S 24°43'46" E, WITH A CHORD DISTANCE OF 56.69 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 58.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 65.00 FEET, THROUGH A CENTRAL OF 268°49'50", A CHORD BEARING OF S 87°28'42" W, WITH A CHORD DISTANCE OF 92.86 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 304.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL OF 44°24'55", A CHORD BEARING OF N 19°41'09" E, WITH A CHORD DISTANCE OF 56.69 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 58.14 FEET; THENCE RUN N 02°31'18" W A DISTANCE OF 210.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 530.00 FEET, THROUGH A CENTRAL OF 24°04'11", A CHORD BEARING OF N 09°30'47" E, WITH A CHORD DISTANCE OF 221.02 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 222.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 36525.0 SQUARE FEET, 0.838 ACRES

NOAH CATHA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #6873
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

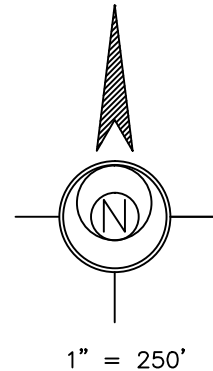
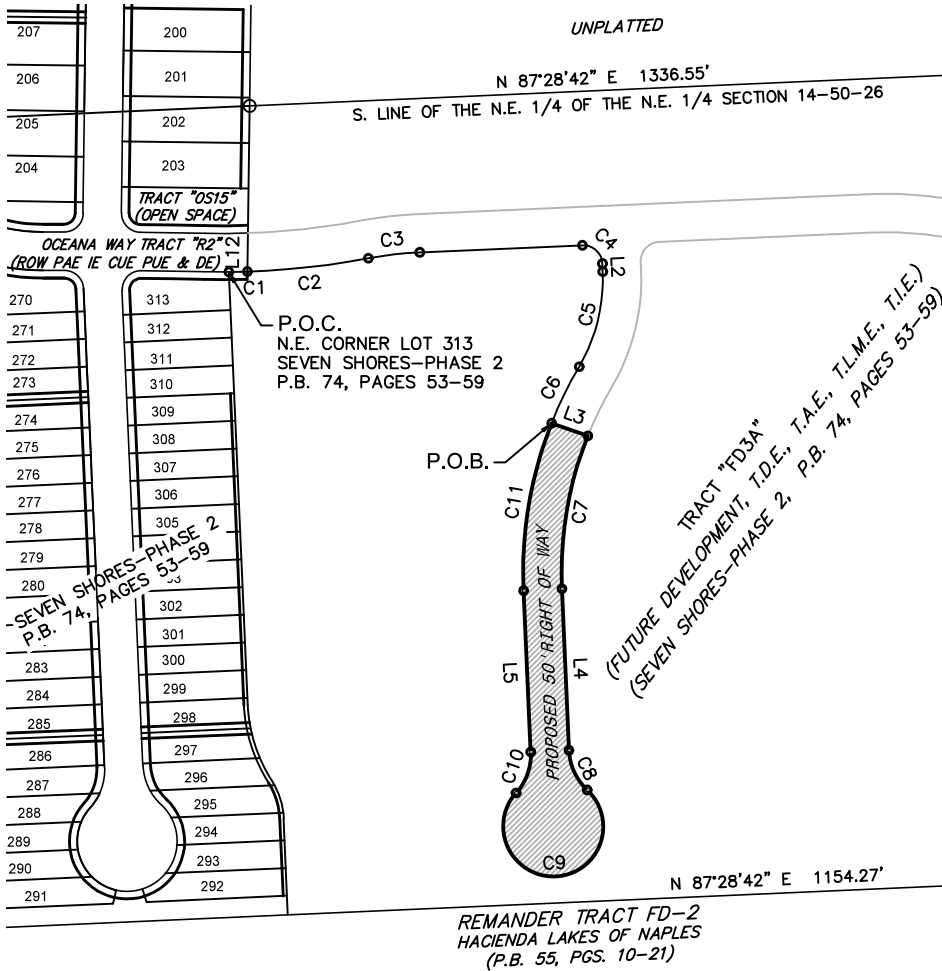
TOLL FL, LP
COLLIER COUNTY, FL

SCALE: N/A JOB#: 8054 DRAWN: CDB CHECK: NC
DATE: 11/14/25 REVISION: SHEET 1 of 3

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

M=MEASURED
PB=PLAT BOOK
PG=PAGE(S)
D.E.=DRAINAGE EASEMENT
I.E.=IRRIGATION EASEMENT
A.E.=ACCESS EASEMENT
R.O.W.=RIGHT OF WAY
P.U.E.=PUBLIC UTILITY EASEMENT
C.U.E.=COUNTY UTILITY EASEMENT
P.O.C.=POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF TRACT "FD3A" OF THE PLAT OF "SEVEN SHORES-PHASE 2" AS RECORDED IN PLAT BOOK 74, PAGES 53-59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEARING N 87°28'42" E.

SEE SHEET 3 OF 3 FOR LINE AND CURVE TABLE

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

SCALE: 1" = 250' JOB#: 8054
DATE: 11/14/25 REVISION:

DRAWN: CDB CHECK: NC
SHEET 2 OF 3

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(LB #7508)

LINE AND CURVE TABLE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 87°28'42" W	212.09'
L2	S 02°31'18" E	10.49'
L3	S 70°41'24" E	50.04'
L4	S 02°31'18" E	210.39'
L5	N 02°31'18" W	210.39'

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	BEARING	ANGLE
C1	1025.00'	24.08'	24.08'	N 88°53'24" E	1°20'47"
C2	1025.00'	158.56'	158.40'	N 83°47'07" E	8°51'47"
C3	475.00'	67.35'	67.30'	N 83°24'58" E	8°07'28"
C4	25.00'	39.27'	35.36'	S 47°31'18" E	90°00'00"
C5	225.00'	129.28'	127.51'	S 13°56'21" W	32°55'19"
C6	530.00'	81.89'	81.80'	S 25°58'27" W	8°51'08"
C7	480.00'	203.60'	202.08'	N 09°37'47" E	24°18'11"
C8	75.00'	58.14'	56.69'	S 24°43'46" E	44°24'55"
C9	65.00'	304.98'	92.86'	S 87°28'42" W	268°49'50"
C10	75.00'	58.14'	56.69'	S 19°41'09" W	44°24'55"
C11	530.00'	222.65'	221.02'	N 09°30'47" E	24°04'11"

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

SCALE: N/A JOB#: 8054
DATE: 11/14/25 REVISION:

DRAWN: CDB CHECK: NC
SHEET 3 of 3

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ESE Consultants, Inc.
2966 Commerce Park Drive
Suite 100
Orlando, FL 32819
T: 407-345-6050
(LB #7508)

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION

A PORTION OF TRACT "FD3A" OF THE PLAT OF SEVEN SHORES—PHASE 2 AS RECORDED IN PLAT BOOK 74, PAGES 53 THROUGH 59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "FD3A" OF SAID PLAT OF SEVEN—SHORES PHASE 2 AND THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 10000.00 FEET, THROUGH A CENTRAL OF 00°41'08", A CHORD BEARING OF S 16°23'43" W, WITH A CHORD DISTANCE OF 119.65 FEET, THENCE ALONG THE EASTERLY LINE OF SAID TRACT "FD3A" AND THE ARC OF SAID CURVE AN ARC LENGTH OF 119.65 FEET; THENCE RUN S 16°03'09" W ALONG SAID WESTERLY LINE A DISTANCE OF 86.36 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 72.03 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 50.00 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 110.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 82°26'27", A CHORD BEARING OF S 46°15'28" W, WITH A CHORD DISTANCE OF 32.95 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 35.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 175.00 FEET, THROUGH A CENTRAL OF 11°00'55", A CHORD BEARING OF S 10°32'42" W, WITH A CHORD DISTANCE OF 33.59 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.64 FEET; THENCE RUN S 16°03'09" W A DISTANCE OF 116.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1270.00 FEET, THROUGH A CENTRAL OF 02°35'43", A CHORD BEARING OF S 17°21'01" W, WITH A CHORD DISTANCE OF 57.52 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 57.53 FEET TO THE POINT OF BEGINNING AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1270.00 FEET, THROUGH A CENTRAL OF 28°49'28", A CHORD BEARING OF S 33°03'36" W, WITH A CHORD DISTANCE OF 632.20 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 638.91 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL OF 47°28'16", A CHORD BEARING OF S 23°44'12" W, WITH A CHORD DISTANCE OF 60.38 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 62.14 FEET; THENCE RUN S 00°00'04" W A DISTANCE OF 21.91 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "FD3A"; THENCE RUN S 87°28'42" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 50.05 FEET; THENCE RUN N 00°00'04" E A DISTANCE OF 13.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 74°05'07", A CHORD BEARING OF N 37°02'30" W, WITH A CHORD DISTANCE OF 30.12 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 32.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 65.00 FEET, THROUGH A CENTRAL OF 185°04'56", A CHORD BEARING OF N 18°27'25" E, WITH A CHORD DISTANCE OF 129.87 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 209.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL OF 67°44'56", A CHORD BEARING OF N 77°07'25" E, WITH A CHORD DISTANCE OF 83.61 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 88.68 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1220.00 FEET, THROUGH A CENTRAL OF 23°55'17", A CHORD BEARING OF N 31°17'18" E, WITH A CHORD DISTANCE OF 505.67 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 509.36 FEET; THENCE RUN S 87°28'27" E A DISTANCE OF 52.14 FEET TO THE POINT OF BEGINNING,

CONTAINING 46945.8 SQUARE FEET, 1.078 ACRES

NOAH CATHA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #6873
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

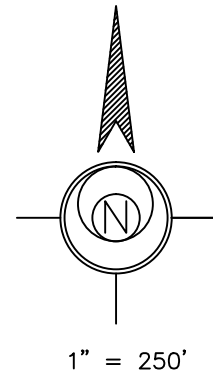
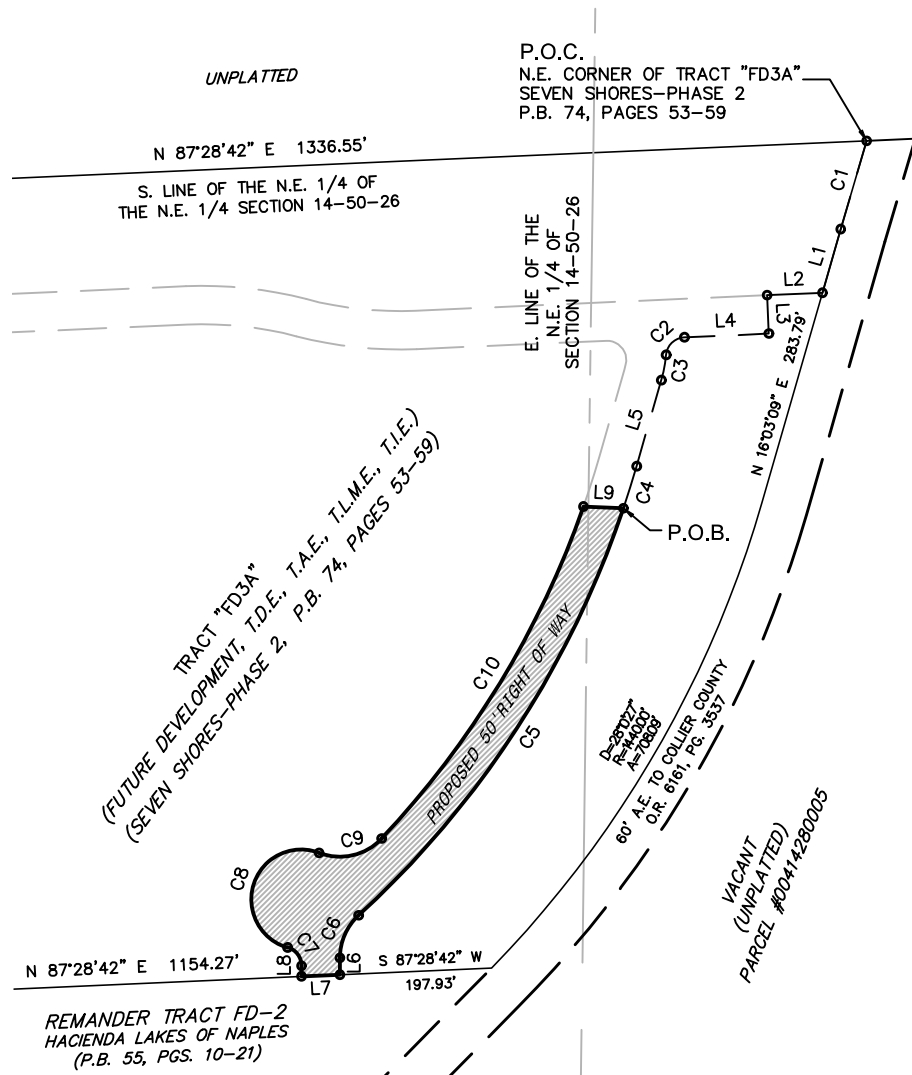
TOLL FL, LP
COLLIER COUNTY, FL

SCALE: N/A JOB#: 8054 DRAWN: CDB CHECK: NC
DATE: 11/14/25 REVISION: SHEET 1 of 3

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

M=MEASURED
PB=PLAT BOOK
PG=PAGE(S)
D.E.=DRAINAGE EASEMENT
I.E.=IRRIGATION EASEMENT
A.E.=ACCESS EASEMENT
R.O.W.=RIGHT OF WAY
P.U.E.=PUBLIC UTILITY EASEMENT
C.U.E.=COUNTY UTILITY EASEMENT
P.O.C.=POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF TRACT "FD3A" OF THE PLAT OF "SEVEN SHORES-PHASE 2" AS RECORDED IN PLAT BOOK 74, PAGES 53-59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEARING N 87°28'42" E.

SEE SHEET 3 OF 3 FOR LINE AND CURVE TABLE

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

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SCALE: 1" = 250' JOB#: 8054
DATE: 11/14/25 REVISION:

DRAWN: CDB CHECK: NC
SHEET 2 OF 3

LINE AND CURVE TABLE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 16°03'09" W	86.36'
L2	S 87°28'42" W	72.03'
L3	N 02°31'18" W	50.00'
L4	N 87°28'42" E	110.03'
L5	S 16°03'09" W	116.49'
L6	S 00°00'04" W	21.91'
L7	S 87°28'42" W	50.05'
L8	N 00°00'04" E	13.53'
L9	S 87°28'27" E	52.14'

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	BEARING	ANGLE
C1	10000.00'	119.65'	119.65'	N 16°23'43" E	0°41'08"
C2	25.00'	35.97'	32.95'	S 46°15'28" W	82°26'27"
C3	175.00'	33.64'	33.59'	S 10°32'42" W	11°00'55"
C4	1270.00'	57.53'	57.52'	N 17°21'01" E	2°35'43"
C5	1270.00'	638.91'	632.20'	N 33°03'36" E	28°49'28"
C6	75.00'	62.14'	60.38'	S 23°44'12" W	47°28'16"
C7	25.00'	32.33'	30.12'	S 37°02'30" E	74°05'07"
C8	65.00'	209.97'	129.87'	N 18°27'25" E	185°04'56"
C9	75.00'	88.68'	83.61'	N 77°07'25" E	67°44'56"
C10	1220.00'	509.36'	505.67'	N 31°17'18" E	23°55'17"

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

SCALE: N/A JOB#: 8054
DATE: 11/14/25 REVISION:

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SHEET 3 of 3

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Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE
(Hacienda North CDD to Collier County)
(Phases 3A, 3B & 3C)

THIS INDENTURE made this ____ day of _____, 2026, between **HACIENDA NORTH COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, Florida 34102 (hereinafter referred to as “Grantor”), and **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, its successors and/or assigns, whose address is 3299 Tamiami Trail East, Suite 303, Naples, Florida 34112 (hereinafter referred to as “Grantee”).

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein.)

(Exhibit “B” attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor

and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit "B".

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

Witnesses:

**HACIENDA NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a community
development district established and existing pursuant
to Chapter 190, Florida Statutes

Signature
Printed Name: _____
Address: _____

By: _____
Robert Mulhere, Chair

Signature
Printed Name: _____
Address: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of _____, 2026, by Robert Mulhere, as Chair of Hacienda North Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
 (Type or Print)
My Commission Expires:
Address:

Exhibit "A"
Legal Description

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION

A PORTION OF TRACT "FD3A" OF THE PLAT OF SEVEN SHORES—PHASE 2 AS RECORDED IN PLAT BOOK 74, PAGES 53 THROUGH 59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "OS15" OF SAID PLAT SEVEN SHORES—PHASE 2 AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 975.00 FEET, THROUGH A CENTRAL OF 08°43'52", A CHORD BEARING OF N 83°43'10" E, WITH A CHORD DISTANCE OF 148.43 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 148.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL OF 08°07'28", A CHORD BEARING OF N 83°24'58" E, WITH A CHORD DISTANCE OF 74.38 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.44 FEET; THENCE RUN N 87°28'42" E A DISTANCE OF 586.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL OF 17°15'52", A CHORD BEARING OF S 83°53'22" E, WITH A CHORD DISTANCE OF 157.60 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 475.00 FEET, THROUGH A CENTRAL OF 17°15'52", A CHORD BEARING OF S 83°53'22" E, WITH A CHORD DISTANCE OF 142.59 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 143.13 FEET; THENCE RUN N 87°28'42" E A DISTANCE OF 458.62 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 50.00 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 110.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 82°26'27", A CHORD BEARING OF S 46°15'28" W, WITH A CHORD DISTANCE OF 32.95 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 35.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 175.00 FEET, THROUGH A CENTRAL OF 11°00'55", A CHORD BEARING OF S 10°32'42" W, WITH A CHORD DISTANCE OF 33.59 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.64 FEET; THENCE RUN S 16°03'09" W A DISTANCE OF 116.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1270.00 FEET, THROUGH A CENTRAL OF 02°35'43", A CHORD BEARING OF S 17°21'01" W, WITH A CHORD DISTANCE OF 57.52 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 57.53 FEET; THENCE RUN N 87°28'27" W A DISTANCE OF 52.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1220.00 FEET, THROUGH A CENTRAL OF 03°16'31", A CHORD BEARING OF N 17°41'24" E, WITH A CHORD DISTANCE OF 69.73 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 69.74 FEET; THENCE RUN N 16°03'09" E A DISTANCE OF 116.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 125.00 FEET, THROUGH A CENTRAL OF 03°19'13", A CHORD BEARING OF N 14°23'32" E, WITH A CHORD DISTANCE OF 7.24 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 7.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 105°15'14", A CHORD BEARING OF N 39°53'41" W, WITH A CHORD DISTANCE OF 39.74 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.93 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 246.81 FEET

CONTINUED ON SHEET 2 OF 4

NOAH CATHA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #6873
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

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SCALE: N/A JOB#: 8054 DRAWN: CDB CHECK: NC
DATE: 11/14/25 REVISION: SHEET 1 OF 4

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION

CONTINUED FROM SHEET 1 OF 4

TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 525.00 FEET, THROUGH A CENTRAL OF 17°15'52", A CHORD BEARING OF N 83°53'22" W, WITH A CHORD DISTANCE OF 157.60 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 475.00 FEET, THROUGH A CENTRAL OF 17°15'52", A CHORD BEARING OF N 83°53'22" W, WITH A CHORD DISTANCE OF 142.59 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 143.13 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 274.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 90°00'00", A CHORD BEARING OF S 42°28'42" W, WITH A CHORD DISTANCE OF 35.36 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 10.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 275.00 FEET, THROUGH A CENTRAL OF 32°55'19", A CHORD BEARING OF S 13°56'21" W, WITH A CHORD DISTANCE OF 155.85 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 480.00 FEET, THROUGH A CENTRAL OF 08°37'08", A CHORD BEARING OF S 26°05'27" W, WITH A CHORD DISTANCE OF 72.14 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 72.21 FEET; THENCE RUN N 70°41'24" W A DISTANCE OF 50.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 530.00 FEET, THROUGH A CENTRAL OF 08°51'08", A CHORD BEARING OF N 25°58'27" E, WITH A CHORD DISTANCE OF 81.80 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 81.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 225.00 FEET, THROUGH A CENTRAL OF 32°55'19", A CHORD BEARING OF N 13°56'21" E, WITH A CHORD DISTANCE OF 127.51 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 129.28 FEET; THENCE RUN N 02°31'18" W A DISTANCE OF 10.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 90°00'00", A CHORD BEARING OF N 47°31'18" W, WITH A CHORD DISTANCE OF 35.36 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 212.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 475.00 FEET, THROUGH A CENTRAL OF 08°07'28", A CHORD BEARING OF S 83°24'58" W, WITH A CHORD DISTANCE OF 67.30 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 67.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1025.00 FEET, THROUGH A CENTRAL OF 08°51'47", A CHORD BEARING OF S 83°47'07" W, WITH A CHORD DISTANCE OF 158.40 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.56 FEET TO THE SOUTHEAST CORNER OF TRACT R-2, OCEANA WAY, A 50' RIGHT OF WAY, OF SAID PLAT OF SEVEN-SHORES PHASE 2; THENCE RUN N 00°47'14" E A DISTANCE OF 50.05 FEET TO THE POINT OF BEGINNING,

CONTAINING 103,289.6 SQUARE FEET, 2.371 ACRES MORE OR LESS

SEVEN SHORES
PHASE 3

PROPOSED RIGHT-OF-WAY

TOLL FL, LP

COLLIER COUNTY, FL

SCALE: N/A JOB#: 8054 DRAWN: CDB CHECK: NC
DATE: 11/14/25 REVISION: SHEET 2 of 4

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LEGAL DESCRIPTION

A PORTION OF TRACT "FD3A" OF THE PLAT OF SEVEN SHORES—PHASE 2 AS RECORDED IN PLAT BOOK 74, PAGES 53 THROUGH 59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 313 OF SAID PLAT OF SEVEN—SHORES PHASE 2 AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1025.00 FEET, THROUGH A CENTRAL OF 01°20'47", A CHORD BEARING OF N 88°53'24" E, WITH A CHORD DISTANCE OF 24.08 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.08 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1025.00 FEET, THROUGH A CENTRAL OF 08°51'47", A CHORD BEARING OF N 83°47'07" E, WITH A CHORD DISTANCE OF 158.40 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 475.00 FEET, THROUGH A CENTRAL OF 08°07'28", A CHORD BEARING OF N 83°24'58" E, WITH A CHORD DISTANCE OF 67.30 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 67.35 FEET; THENCE RUN N 87°28'42" E A DISTANCE OF 212.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 90°00'00", A CHORD BEARING OF S 47°31'18" E, WITH A CHORD DISTANCE OF 35.36 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.27 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 10.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 225.00 FEET, THROUGH A CENTRAL OF 32°55'19", A CHORD BEARING OF S 13°56'21" W, WITH A CHORD DISTANCE OF 127.51 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 129.28 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 530.00 FEET, THROUGH A CENTRAL OF 08°51'08", A CHORD BEARING OF S 25°58'27" W, WITH A CHORD DISTANCE OF 81.80 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 81.89 FEET TO THE POINT OF BEGINNING; THENCE RUN S 70°41'24" E A DISTANCE OF 50.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 480.00 FEET, THROUGH A CENTRAL OF 24°18'11", A CHORD BEARING OF S 09°37'47" W, WITH A CHORD DISTANCE OF 202.08 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 203.60 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 210.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL OF 44°24'55", A CHORD BEARING OF S 24°43'46" E, WITH A CHORD DISTANCE OF 56.69 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 58.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 65.00 FEET, THROUGH A CENTRAL OF 268°49'50", A CHORD BEARING OF S 87°28'42" W, WITH A CHORD DISTANCE OF 92.86 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 304.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL OF 44°24'55", A CHORD BEARING OF N 19°41'09" E, WITH A CHORD DISTANCE OF 56.69 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 58.14 FEET; THENCE RUN N 02°31'18" W A DISTANCE OF 210.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 530.00 FEET, THROUGH A CENTRAL OF 24°04'11", A CHORD BEARING OF N 09°30'47" E, WITH A CHORD DISTANCE OF 221.02 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 222.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 36525.0 SQUARE FEET, 0.838 ACRES

NOAH CATHA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #6873
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

SCALE: N/A JOB#: 8054 DRAWN: CDB CHECK: NC
DATE: 11/14/25 REVISION: SHEET 1 of 3

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

ESE Consultants, Inc.
2966 Commerce Park Drive
Suite 100
Orlando, FL 32819
T: 407-345-6050
(LB #7508)

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LEGAL DESCRIPTION

A PORTION OF TRACT "FD3A" OF THE PLAT OF SEVEN SHORES—PHASE 2 AS RECORDED IN PLAT BOOK 74, PAGES 53 THROUGH 59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "FD3A" OF SAID PLAT OF SEVEN—SHORES PHASE 2 AND THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 10000.00 FEET, THROUGH A CENTRAL OF 00°41'08", A CHORD BEARING OF S 16°23'43" W, WITH A CHORD DISTANCE OF 119.65 FEET, THENCE ALONG THE EASTERLY LINE OF SAID TRACT "FD3A" AND THE ARC OF SAID CURVE AN ARC LENGTH OF 119.65 FEET; THENCE RUN S 16°03'09" W ALONG SAID WESTERLY LINE A DISTANCE OF 86.36 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 72.03 FEET; THENCE RUN S 02°31'18" E A DISTANCE OF 50.00 FEET; THENCE RUN S 87°28'42" W A DISTANCE OF 110.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 82°26'27", A CHORD BEARING OF S 46°15'28" W, WITH A CHORD DISTANCE OF 32.95 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 35.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 175.00 FEET, THROUGH A CENTRAL OF 11°00'55", A CHORD BEARING OF S 10°32'42" W, WITH A CHORD DISTANCE OF 33.59 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.64 FEET; THENCE RUN S 16°03'09" W A DISTANCE OF 116.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 1270.00 FEET, THROUGH A CENTRAL OF 02°35'43", A CHORD BEARING OF S 17°21'01" W, WITH A CHORD DISTANCE OF 57.52 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 57.53 FEET TO THE POINT OF BEGINNING AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1270.00 FEET, THROUGH A CENTRAL OF 28°49'28", A CHORD BEARING OF S 33°03'36" W, WITH A CHORD DISTANCE OF 632.20 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 638.91 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL OF 47°28'16", A CHORD BEARING OF S 23°44'12" W, WITH A CHORD DISTANCE OF 60.38 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 62.14 FEET; THENCE RUN S 00°00'04" W A DISTANCE OF 21.91 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "FD3A"; THENCE RUN S 87°28'42" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 50.05 FEET; THENCE RUN N 00°00'04" E A DISTANCE OF 13.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL OF 74°05'07", A CHORD BEARING OF N 37°02'30" W, WITH A CHORD DISTANCE OF 30.12 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 32.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 65.00 FEET, THROUGH A CENTRAL OF 185°04'56", A CHORD BEARING OF N 18°27'25" E, WITH A CHORD DISTANCE OF 129.87 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 209.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL OF 67°44'56", A CHORD BEARING OF N 77°07'25" E, WITH A CHORD DISTANCE OF 83.61 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 88.68 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 1220.00 FEET, THROUGH A CENTRAL OF 23°55'17", A CHORD BEARING OF N 31°17'18" E, WITH A CHORD DISTANCE OF 505.67 FEET, THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 509.36 FEET; THENCE RUN S 87°28'27" E A DISTANCE OF 52.14 FEET TO THE POINT OF BEGINNING,

CONTAINING 46945.8 SQUARE FEET, 1.078 ACRES

NOAH CATHA
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SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

TOLL FL, LP
COLLIER COUNTY, FL

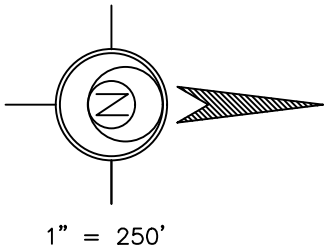
SCALE: N/A JOB#: 8054 DRAWN: CDB CHECK: NC
DATE: 11/14/25 REVISION: SHEET 1 OF 3

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Exhibit “B”
Sketch

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

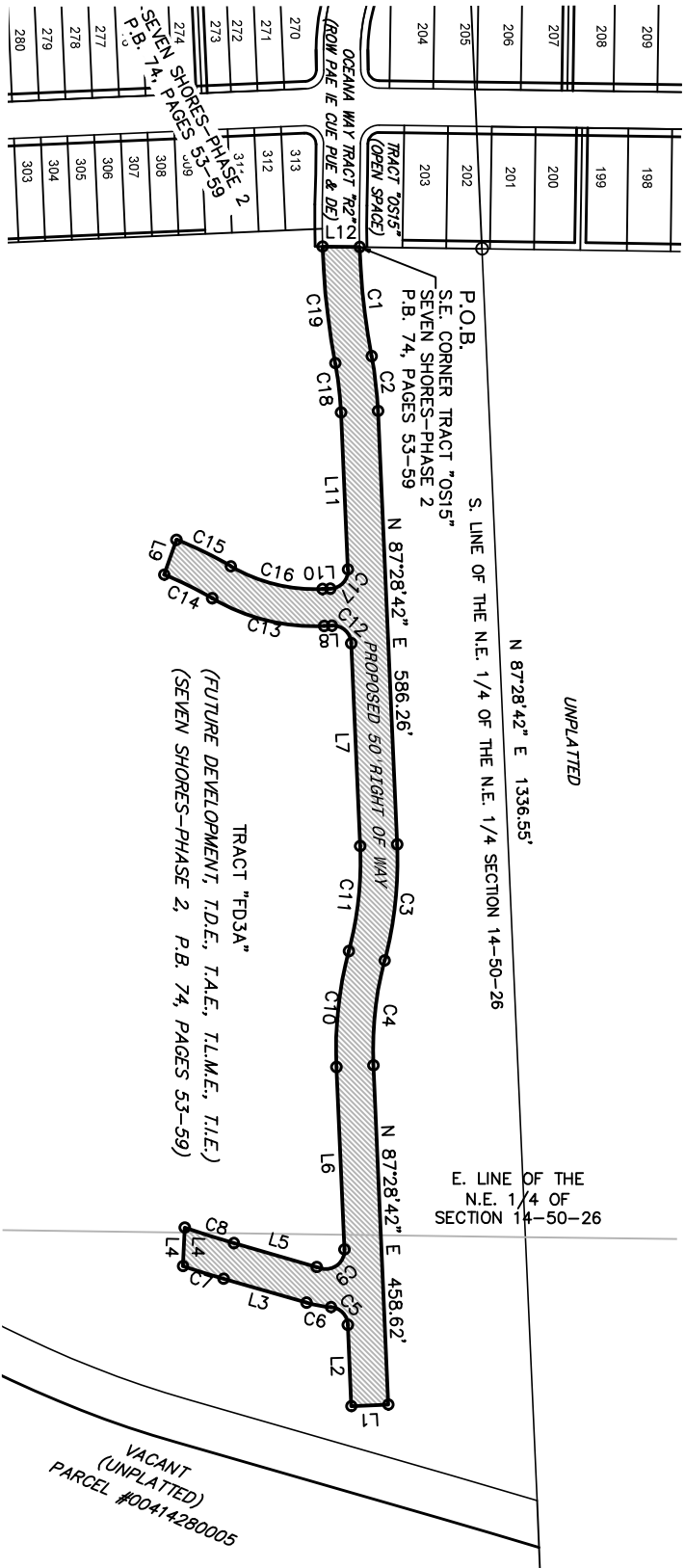


LEGEND

M=MEASURED
PB=PLAT BOOK
PG=PAGE(S)
D.E.=DRAINAGE EASEMENT
I.E.=IRRIGATION EASEMENT
A.E.=ACCESS EASEMENT
R.O.W.=RIGHT OF WAY
P.U.E.=PUBLIC UTILITY EASEMENT
C.U.E.=COUNTY UTILITY EASEMENT
P.O.C.=POINT OF COMMENCEMENT
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NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF TRACT "FD3A" OF THE PLAT OF "SEVEN SHORES-PHASE 2" AS RECORDED IN PLAT BOOK 74, PAGES 53-59, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEARING N 87°28'42" E.



SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLE

SEVEN SHORES
PHASE 3
PROPOSED RIGHT-OF-WAY

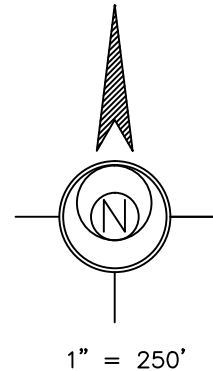
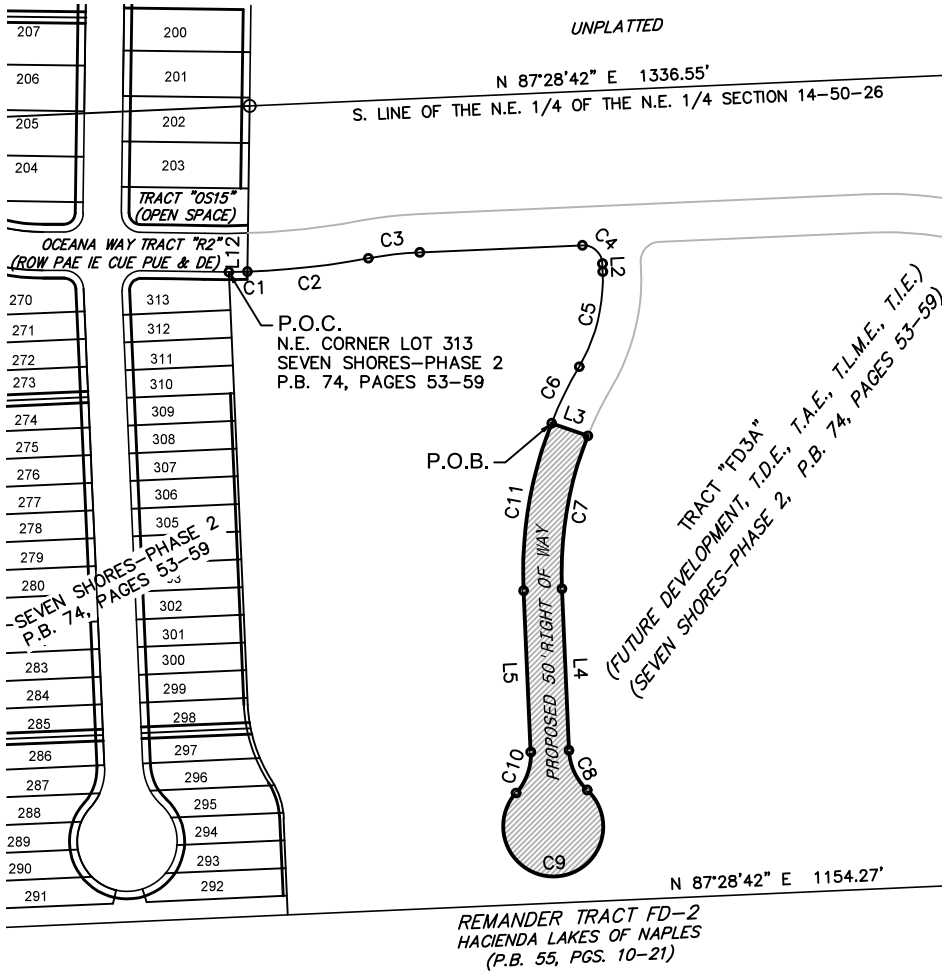
TOLL FL, LP
COLLIER COUNTY, FL

SCALE: 1" = 250' JOB#: 8054
DATE: 11/14/25 REVISION:

DRAWN: CDB CHECK: NC
SHEET 3 of 4

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SEVEN SHORES
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TOLL FL, LP
COLLIER COUNTY, FL

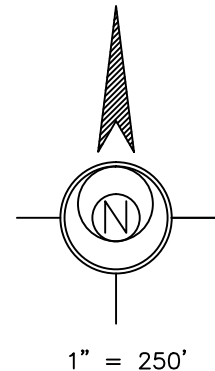
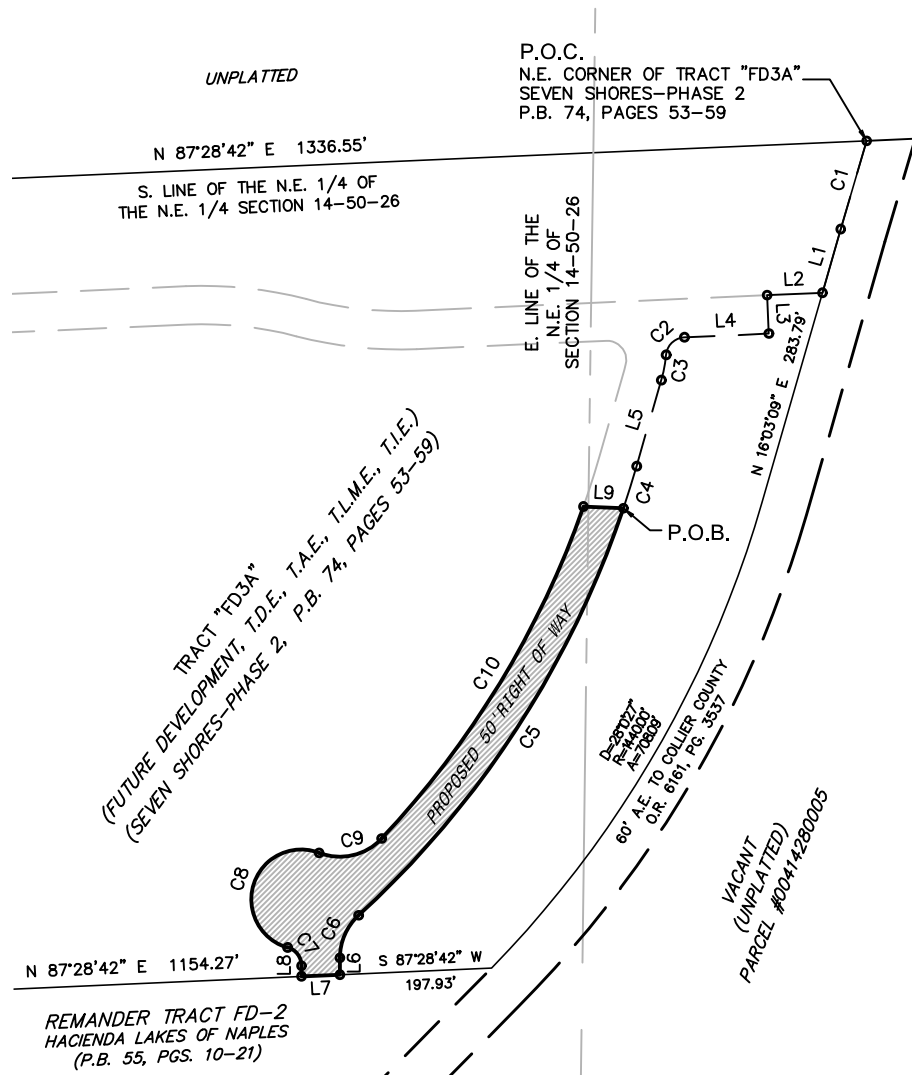
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SHEET 2 OF 3

EXHIBIT 6

Hacienda North Community Development District

Cash Flow

January 31, 2026

Revenue	Total
Carry Over Revenue to Equalize Assessments	\$12,800.00
1363116 Off Roll Assessments	21,618.06
1363116 Off Roll Assessments	118,930.00
Total Revenue	\$153,348.06
Expenditures	
1100000 Administrative	
1511001 Board of Supervisors Stipend	\$0.00
1512100 Management Consulting Services	14,000.00
1513000 Miscellaneous Expense	0.00
1513014 Website Hosting & Administration	1,800.00
1513020 Office Expense	0.00
1513040 Regulatory and Permit Fees	0.00
1513048 District Filing Fee	175.00
1513055 Legal Advertising	221.52
1513060 Assessment Administration	74.07
1513063 Assessment Roll Preparation	0.00
1513070 Auditing	0.00
1513075 Accounting Services	1,600.00
1513100 Insurance- General Liability	5,732.00
1513080 Engineering Services	0.00
1514010 Legal Services	1,742.75
1549001 Miscellaneous Services	0.00
Total Administrative	\$25,345.34
1160000 Field Operations	
1531010 Electricity - General	\$0.00
1572010 LANDSCAPING & MAINTENANCE	20,000.00
1572030 Lake Maintenance	4,080.00
1572060 Water Use Monitoring	0.00
Total Field Operations	\$24,080.00
Total Expenditures	\$49,425.34
Net Cash Flow	\$103,922.72

Hacienda North Community Development District

Budget to Actual

January 31, 2026

Category	Total	Budget	Balance
Revenue			
Carry Over Revenue to Equalize Assessments	12,800.00	12,800.00	0.00
1363116 Off Roll Assessments	21,618.06	65,396.36	-43,778.30
1363216 On Roll Assessments	118,930.00	124,318.64	-5,388.64
Total Revenue	\$153,348.06	\$202,515.00	-\$49,166.94
Expenditures			
1100000 Administrative			
1511001 Board of Supervisors Stipend	\$0.00	\$6,000.00	\$6,000.00
Payroll Services Fee	\$0.00	\$140.00	\$140.00
1512100 Management Consulting Services	14,000.00	42,000.00	28,000.00
1513000 Miscellaneous Expense	0.00	250.00	250.00
1513014 Website Hosting & Administration	1,800.00	2,500.00	700.00
1513040 Regulatory and Permit Fees	0.00	0.00	0.00
1513048 District Filing Fee	175.00	175.00	0.00
1513055 Legal Advertising	221.52	3,000.00	2,778.48
1513060 Assessment Administration	74.07	11,850.00	11,775.93
1513063 Assessment Roll Preparation	0.00	3,500.00	3,500.00
1513070 Auditing	0.00	6,000.00	6,000.00
1513075 Accounting Services	1,600.00	6,000.00	4,400.00
1513100 Insurance- General Liability	5,732.00	6,400.00	668.00
1513080 Engineering Services	0.00	5,000.00	5,000.00
1514010 Legal Services	1,742.75	10,000.00	8,257.25
1549001 Miscellaneous Services	0.00	0.00	0.00
Total Administrative	\$25,345.34	\$102,815.00	\$77,469.66
1160000 Field Operations			
1531010 Electricity - General	0.00	6,000.00	6,000.00
1572010 LANDSCAPING & MAINTENANCE	20,000.00	60,000.00	40,000.00
1572014 Irrigation Repairs	0.00	3,000.00	3,000.00
1572015 Mulch Installation	0.00	2,500.00	2,500.00
1572030 Lake Maintenance	4,080.00	19,200.00	15,120.00
1572060 Water Use Monitoring	0.00	9,000.00	9,000.00
Total Field Operations	\$24,080.00	\$99,700.00	\$75,620.00
Total Expenditures			
Net Cash Flow	\$103,922.72	\$0.00	\$103,922.72

Hacienda North Community Development District

Statement of Financial Position

As of January 31, 2026

	Total
ASSETS	
Current Assets	
Bank Accounts	
1101000 Business Ckg	\$48,006.16
2151001 Revenue Trust Fund 9000-Series 2023	\$111,682.98
2151005 Aquisition & Construction Trust 9005 Series 2023	\$2,896,075.58
2151007 Deb Service Reserve 9004 Series 2023	\$502,737.50
Total Bank Accounts	<u>\$3,558,502.22</u>
Total Current Assets	<u>\$3,558,502.22</u>
TOTAL ASSETS	<u><u>\$3,558,502.22</u></u>
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1202000 Accounts Payable	\$0.00
Total Accounts Payable	<u>\$0.00</u>
Total Current Liabilities	<u>\$0.00</u>
Long-term Liabilities	
280000 Capital Bond Proceeds 2023	\$1,342,827.68
280010 Debt Service Reserve Fund	\$502,737.50
Total Liabilities	<u>\$1,845,565.18</u>
Equity	
Retained Earnings	-\$26,331.41
Unrestricted Equity	\$1,739,268.45
Total Equity	<u>\$1,712,937.04</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$3,558,502.22</u></u>

EXHIBIT 7

DISTRICT MANAGEMENT

This District Management Agreement (this "Agreement"), made and entered into this 1st day of March, 2026, (the "Effective Date") by and between **Hacienda North Community Development District** ("DISTRICT") and **PFM Group Consulting LLC** (together with PFM Management Services LLC, its anticipated successor-in-interest as provider of the district management services contemplated hereby, hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER. DISTRICT may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the designated addresses below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Hacienda North Community Development District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: District Manager

With A Copy To:

Coleman, Yovanovich & Koester, P.A.
The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Attn: Greg Urbancic, Esq.

MANAGER:

PFM Group Consulting LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: Jennifer Walden

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of MANAGER or affiliates of MANAGER in its sole discretion. The MANAGER may, from time to time, supplement or otherwise amend the team members.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

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

2. Limitation of Liability; Indemnification

To the extent not referenced herein, MANAGER shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services which are not under the control or supervision of the MANAGER.

DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the MANAGER, the DISTRICT agrees to indemnify, defend, and hold harmless the MANAGER and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that MANAGER may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the DISTRICT. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the MANAGER may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

MANAGER INDEMNIFICATION. The MANAGER agrees to indemnify, defend, and hold harmless the DISTRICT and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the DISTRICT may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the MANAGER. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the DISTRICT may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the DISTRICT'S sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

3. Disclaimer of MANAGER

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

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is PFM Group Consulting LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

9. E-Verify Requirements

The Consultant shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, Florida Statutes. If the Consultant anticipates entering into agreements with a subcontractor for the Services, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant.

The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

10. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Hacienda North Community Development District

Sign: _____

Print Name: Mr. Robert Mulhere

Title: Chairman

PFM Group Consulting LLC

Jennifer Walden, Senior District Manager

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will facilitate contracting with a third party website provider and assist the website provider with the maintenance of the DISTRICT's website in compliance with applicable law. The Manager will also coordinate with the website provider to ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Disclosure

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Other Services

Other applicable services requested or required by the DISTRICT, including but not limited to, testifying in litigation, as requested by the DISTRICT (subject to review and approval), may be provided at the option of the Manager. If provided, such services shall be billed on a time and materials basis in accordance with Exhibit B or other arrangement mutually agreed upon by the DISTRICT and the Manager.

EXHIBIT B

COMPENSATION FOR SERVICES

MANAGER shall be compensated for the provision of the services described in Exhibit A based on the fee schedule below. The fees do not include *reimbursable expenses* (as described in Section III.1. herein) related to regularly scheduled DISTRICT Board meetings. Fees will be reviewed and may be adjusted annually as reflected in the DISTRICT's approved budget.

<i>District Management*</i>	<i>Annual Fee</i>
Management/Administrative/Accounting Services	\$48,000
<i>Debt Issue Services</i>	<i>Annual Fee</i>
Assessment Administration	\$5,000 per Series
Continuing Disclosure Services	\$2,500 per Series
<i>Additional Services**</i>	<i>Cost of Issuance (per series of bonds)</i>
District Management Services Cost of Issuance	\$10,000
Disclosure Services Cost of Issuance	\$1,500

* Maximum of 12 District public meetings per year. Fee billed monthly in advance.

**Additional Services – District Management Services Cost of Issuance. These fees are applicable for any bond or debt issued by the District and payable at closing as part of the Cost of Issuance. These fees are not related to the Operating & Maintenance Budget for the District.

The fees outlined above may be increased or otherwise amended annually as reflected in the adopted Budget for the District. New fees will become effective on October 1 of the applicable budget year.

Any services provided by the MANAGER that has not been outlined in “Exhibit B” above or via separate agreement, will be billed on a time and material basis pursuant to the MANAGER's hourly fee schedule set forth below.

The MANAGER's prevailing hourly rates are as follows:

Title	Hourly Rate
Managing Director	\$ 325
Director / Senior District Manager/ Senior District Accountant	\$ 275
Senior Analyst / District Manager/ District Accountant	\$ 150
Assistant District Manager	\$ 100
Administrative Assistant / Bookkeeper	\$ 50

INSURANCE

PFM Group Consulting LLC ("PFM") acting as MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

PFM Group Consulting LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision

General Liability \$0

Professional (E&O)/ Cyber Liability \$250,000

Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)

Cyber Liability.AIG Specialty Insurance Company (A; Stable)

Crime.....Berkley Regional Insurance Company; (A+; Stable)

General Liability.The Phoenix Insurance Company; (A++ Stable)

Automobile Liability.....St. Paul Protective Insurance Company; (A++ Stable)

Excess /Umbrella Liability.....Travelers Property Casualty Company of America;
(A++ Stable)

Workers Compensation.....Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability

EXHIBIT 8



February 14, 2026

Mr. Robert Mulhere
Chairman
Hacienda North Community Development District
707 Orchid Drive, Suite 100
Naples, FL 34102

pfm

3501 Quadrangle Blvd.,
Suite 270
Orlando, FL 32817
407.723.5900
pfm.com

Dear Mr. Mulhere:

Please accept this letter as confirmation that our affiliate, PFM Group Consulting LLC ("PFM"), has entered into a consulting agreement with Real Estate Econometrics Inc. ("REE") that will provide for Russ Weyer's continued involvement in the management of the Hacienda North Community Development District (the "District") through at least December 31, 2026.

Over the coming months, we will work closely with Russ and the District to integrate select members of PFM's district management services team to gain a clear understanding of the District's goals and objectives and to ensure a smooth transition.

On behalf of my PFM colleagues, we very much appreciate the opportunity to serve the District and to maintain the high level of district management services for which you are accustomed.

Sincerely,

D. Brent Wilder, Managing Director
PFM Financial Advisors LLC

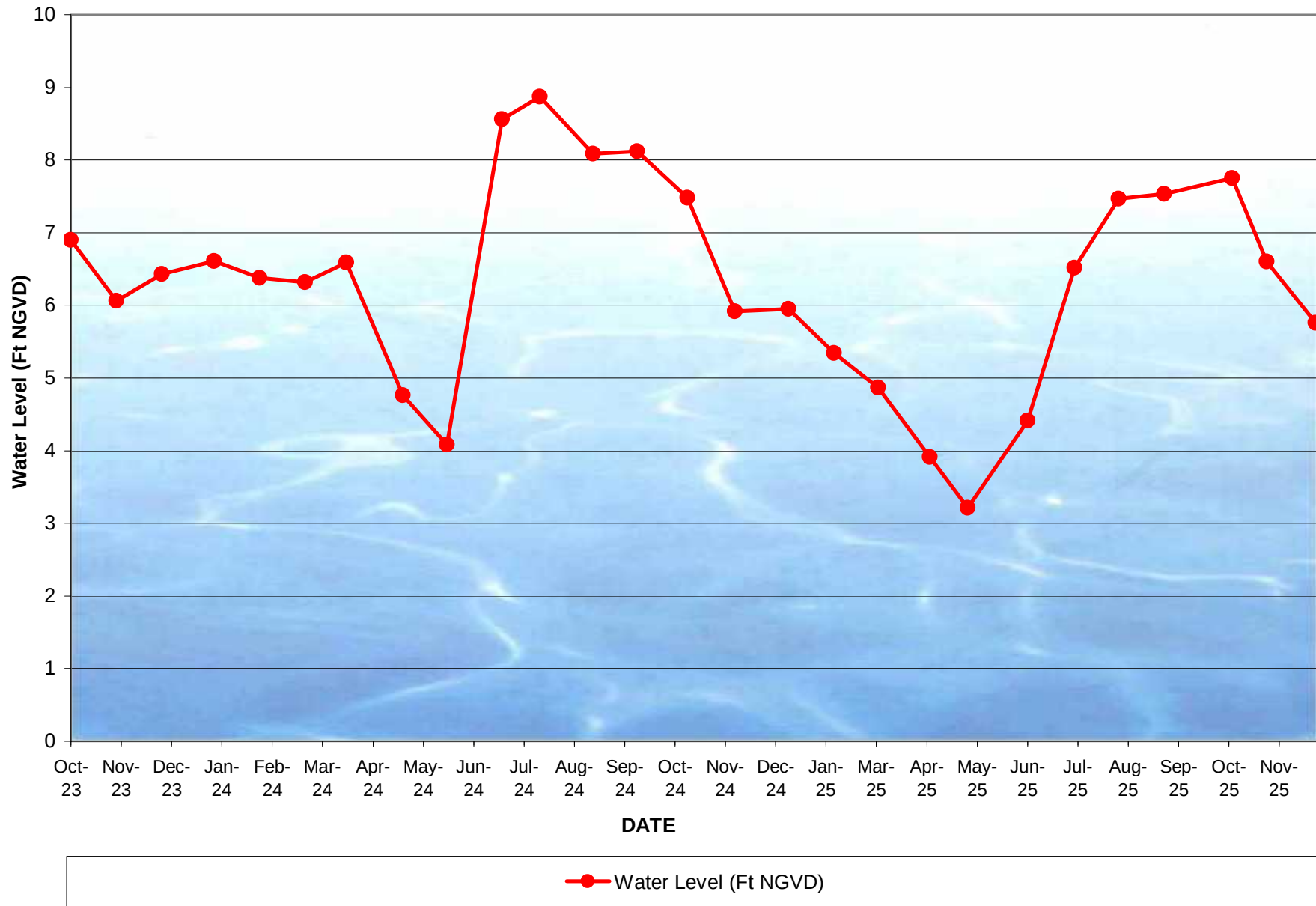
EXHIBIT 9







FIGURE 1- PLOT OF WATER LEVEL ELEVATIONS FOR MONITORING WELL MW-1.



BEFORE THE GOVERNING BOARD OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Order No.: 2026-014-DAO-WS

IN THE MATTER OF:

Declaration of Water Shortage
Warning for All Water Use Classes
Withdrawing Groundwater from the Lower
Tamiami aquifer in Lee and Collier Counties.

_____/

RECEIVED
DISTRICT CLERK'S OFFICE

4:35 pm Feb 5, 2026

SOUTH FLORIDA
WATER MANAGEMENT DISTRICT

CMB

DECLARATION OF WATER SHORTAGE WARNING

The Governing Board of the South Florida Water Management District ("District"), after considering the recommendations of District staff and being otherwise fully apprised, issues this Order pursuant to Sections 373.083, and 373.246, Florida Statutes ("Fla. Stat."), and Chapter 40E-21, Florida Administrative Code ("Fla. Admin. Code"), based upon the following Findings of Fact and Conclusions of Law.

AREA OF APPLICATION

1. Lee and Collier Counties, located in the District's Lower West Coast Planning area, are subject to this Order. A map depicting the area governed by this Order is attached as **Exhibit A**.

2. Water in Lee and Collier Counties from the Lower Tamiami aquifer, as described in subsection 40E-21.631(2), Fla. Admin. Code, is affected by this Order.

3. All water use classes identified in Rule 40E-21.651, Fla. Admin. Code are subject to this Order.

FINDINGS OF FACT

4. Since November 1, 2025, Lee and Collier Counties have received 2.21 inches of rainfall, resulting in a rainfall deficit of 3.94 inches, which represents 35 percent of normal rainfall.

5. The U.S. Drought Monitor publishes a weekly drought conditions report. The January 29, 2026, report indicated that the Lower West Coast is in a Moderate to Severe Drought.

6. Groundwater levels have been declining in most of the Lower Tamiami aquifer monitoring stations. Current water levels in several monitor wells are in the lower 10th percentile of historic levels and are lower than those experienced in the water shortage years of 2007, 2009, and 2011 for this time of year. Without rainfall and recharge, further decline in ground water levels is anticipated due to water uses.

7. Considering the above, it is important that conservation of groundwater sources from the Lower Tamiami aquifer within Lee and Collier Counties be implemented. Without conservation, water supplies over the remainder of the dry season may not be available to meet the present and anticipated requirements of water users while also protecting the water resources from serious harm.

8. District staff will continue to monitor water usage and groundwater levels to assess the effectiveness of voluntary water conservation measures taken by water users in Lee and Collier Counties. If the voluntary conservation efforts prove to be insufficient, the District may declare a water shortage in critical areas and invoke mandatory water

use restrictions to conserve water, equitably distribute the remaining groundwater supplies, and prevent serious harm to the water resources.

CONCLUSIONS OF LAW

9. The District's Water Shortage Plan, as set forth in Chapter 40E-21, Fla. Admin. Code, regulates the withdrawal and use of groundwater and the protection of water resources. See § 373.246, Fla. Stat.

10. Under Rule 40E-21.231(3), Fla. Admin. Code, the District may issue a water shortage warning calling for voluntary reductions in demand prior to declaring a water shortage.

11. Under Rule 40E-21.401, Fla. Admin. Code, the District may increase water resource and demand monitoring in anticipation of a water shortage.

12. This declaration of a water shortage warning is prudent to provide notice to water users in Lee and Collier Counties of the potential for future water use restrictions, and to encourage voluntary water conservation and increased use of alternative water sources.

13. In the event water use restrictions are imposed in the future, the District may request local city and county officials to assist the District in the enforcement of this order. See § 373.609, Fla. Stat.

ORDER

Based on the above findings of fact and conclusions of law, it is ordered that:

14. A water shortage warning is declared within Lee and Collier Counties.

15. All water users dependent upon the Lower Tamiami aquifer are encouraged to practice efficient water use in the following ways:

- a. Landscape Irrigation: All landscape irrigation shall continue to be conducted on assigned days or less often, as established in the local government's year-round landscape irrigation ordinance. The most effective way to reduce unnecessary water demand is to limit landscape irrigation by watering only on assigned irrigation days and when plants show signs of stress (i.e., wilting).
- b. During the cooler winter months, lawns do not need to be irrigated as frequently as summer months. For most times, one day per week of irrigation is sufficient to maintain a healthy landscape.
- c. Check irrigation systems to ensure they are working properly. This means testing and repairing broken pipes and leaks, fixing damaged or tilted sprinkler heads, and checking the irrigation timers to ensure settings are correct and the rain sensor is working properly.
- d. Avoid washing or cleaning streets, sidewalks, driveways, or other impervious areas with water.
- e. Use a self-cancelling nozzle when hand-watering shrubs or landscaping, and when washing vehicles. Vehicles should be washed over a pervious surface, like grass, or in an area that immediately drains to a pervious surface.
- f. When utilizing water indoors, reduce shower durations, minimize the number of laundry loads, and only run dishwashers when full.

g. Golf courses, nurseries, agriculture and other users are encouraged to increase water conservation efforts and reduce demands where possible.

h. All Water users should follow proper conservation techniques and practices. All water users can visit <https://www.sfwmd.gov/community-residents/water-conservation> to access water conservation tips and information.

16. The District requests local governments through their media outlets to increase outreach and education on dry conditions and low water availability and promote awareness and compliance with local landscape irrigation ordinances.

17. The Executive Director has the authority to issue, modify, and rescind this water shortage warning Order. The Executive Director will modify or rescind this Order if the District's water conditions monitoring and water shortage plan implementation reasonably demonstrates that a modification or recission of the Order is necessary.

18. A Notice of Rights is attached hereto as **Exhibit B**.

DONE AND SO ORDERED in West Palm Beach, Florida on this 5th day of February 2026.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
By its Executive Director



Drew Bartlett

EXHIBIT A



Water Shortage Warning Lower Tamiami Aquifer Lee and Collier Counties, Florida

- South Florida Water Management District
- St. Johns River Water Management District
- Southwest Florida Water Management District

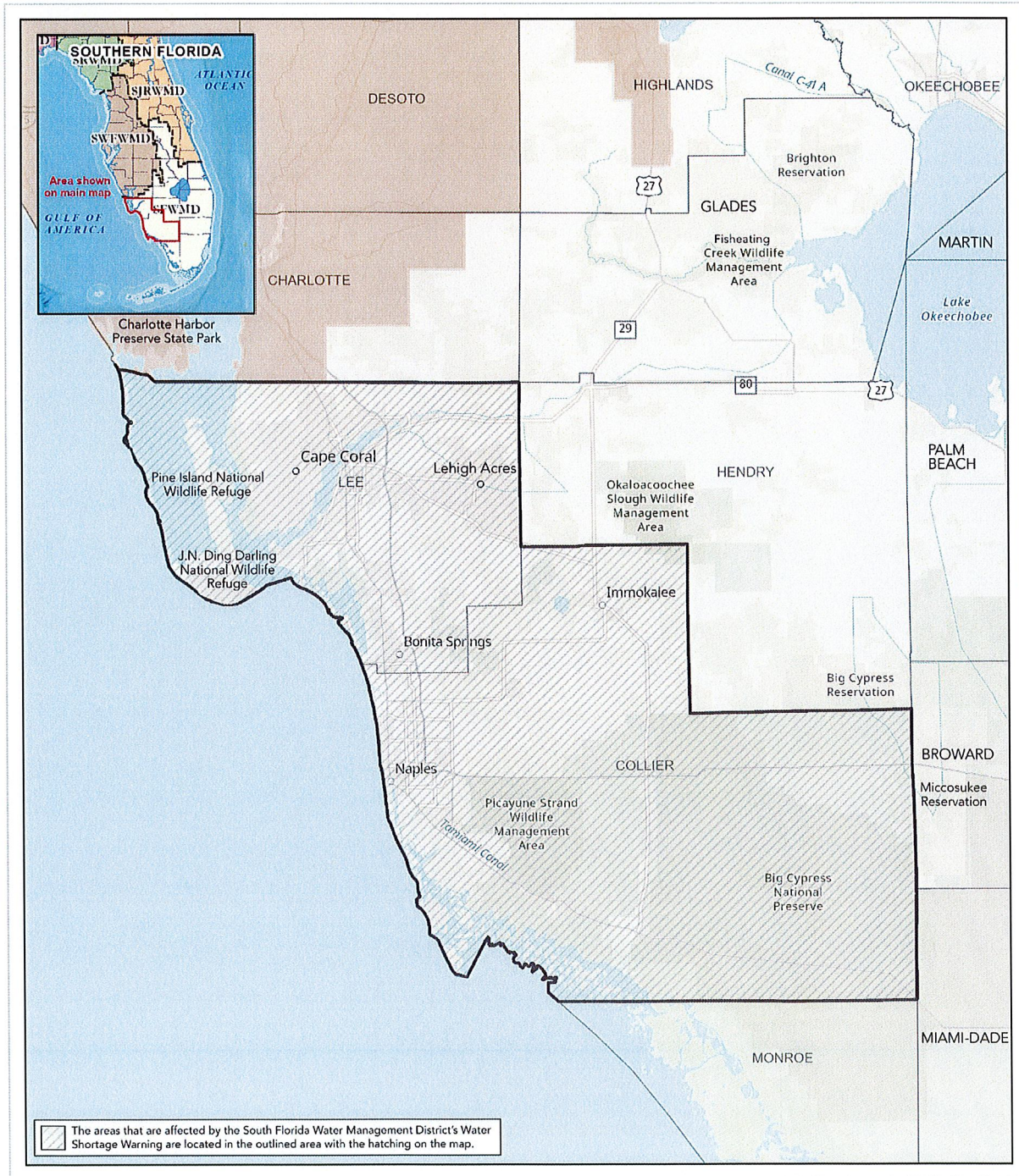


EXHIBIT B

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

Drought in Florida is worst since 2012

Risks extend from agriculture to estuaries

Kimberly Miller

USA TODAY NETWORK – FLORIDA

A new report shows Florida's drought deepening to include 99% of the state with millions of people living under conditions parched enough to warrant burn bans, water shortage warnings and heightened concerns over wildfires.

The U.S. Drought Monitor's Feb. 12 report showed extreme drought spreading to 43% of the state including much of North Florida, parts of the Tampa Bay Area and portions of the Treasure Coast.

It's a level of drought that South Florida Water Management District Board Chairman Chauncey Goss said affects everything from agriculture to oysters.

"Someone mentioned water supply risks," Goss said during a Feb. 12 meeting of the board, which oversees water distribution and flood control from Orlando to the Keys. "But there are also estuarine risks and lake health risks and Everglades risks."

The drought is the worst the state has seen since 2012.

On Feb. 6, warnings were issued to six South Florida counties as surface water supplies dwindle and fresh-water aquifers shrink to critically low levels, risking saltwater intrusion in reserves that feed the faucets of millions of people.

The South Florida Water

Management District urged residents in Miami-Dade, Monroe, Collier, Lee, Highlands and Glades counties to reduce landscape watering to once per week, avoid cleaning sidewalks and driveways, to wash their cars on their lawns, limit showers and laundry, and only run dishwashers when full.

Adherence to the requests is voluntary.

Is rain coming soon to Florida?

But if water supplies don't rebound, and with three months until the start of the rainy season, it's possible they could become mandatory to "prevent serious harm to water resources," according to the water management district.

"We are in the hole, and until we get significant rainfall, we are not going to make up the deficit," said Miami-based National Weather Service meteorologist Sammy Hadi. "We would need a really good, prolonged soaking to make a dent in the drought."

And it's not just South Florida. The most serious drought started in the upper tier of the Panhandle along the I-10 corridor and went on to consume counties in the Big Bend region. It slid south along the Gulf Coast into Manatee, Sarasota and Hillsborough counties, then past Lake Okeechobee and didn't stop until it dead-ended at Florida Bay.

As of the Feb. 12 drought report, about 18 million Floridians were living in areas suffering from drought. According to the U.S. Drought Monitor, 99% of the state is in some stage of drought including 43% that is experiencing extreme drought. Extreme drought ranks third on a four-tier severity scale.

The National Weather Service in Miami said there is an extreme risk of wildfires over the southern portions of the Everglades, with a high risk of wildfires over metro areas of Palm Beach County. Broward and Miami-Dade counties have a moderate risk of wildfires.

Meteorologists aren't expecting much change in the near future and the Climate Prediction Center said drought should continue in Florida through the spring.

"There is a weather system coming Sunday (Feb. 15) with a better chance of rain," said Inspire Weather meteorologist and former Tampa area NWS meteorologist Brian LaMarre. "It's not the type of system that will end the drought, but any rain helps."

It's also unlikely to thwart wildfire dangers.

The light showers that came with this winter's mostly dry cold fronts have been enough to wet grasses and twigs. But windy conditions under sunny skies means they are dry again within an hour, said Todd Chlanda, wildfire mitigation specialist for areas in Hillsborough, Pinellas and Polk counties.

Statewide, 128 wildfires burned as of Feb. 11, according to the Florida Forest Service.

How did the wildfire start in Brevard County on I-95?

They've snarled traffic, including shutting down all lanes on I-95 in both directions in Brevard County, and forced schools to cancel classes in Pasco County. Burn bans have been issued in 32 counties as of Feb. 12, and on Feb. 10, a Big Cypress Wildlife Management Area fire could be seen on Miami radar. Areas from Key West to Apalachicola are ranking in the top 10 for their driest winter on record.

Since Dec. 1, 2026, West Palm Beach has had just 1.35 inches of rain, making this its fourth driest winter in 130 years of measurements. Fort Pierce is in its third driest winter, and Gainesville is in its sixth driest.

Chlanda said they are still investigating how fires in his area started, but noted that a spark from a chain dragging behind a car, or even heat from a car parked on the side of the road could be enough to make a flame.

“The humidities have been down, the wind has been up, and the sun has been shining. People say it’s beautiful weather, and it is, but for wildfires, it’s the worst time,” Chlanda said.

A handful of meteorological events led to Florida’s deepening drought.

The 2025 wet season was marked by a lack of tropical systems in Florida, that, for better or worse, can bring several inches of rain in a short period of time. Last hurricane season’s tropical cyclones were partly deflected by a trough of low pressure off the east coast of the U.S., which also allowed dry northern air to bleed south.

At the same time, sea breeze-initiated thunderstorms in the toe of the state moved mostly inland, pinning the rain in the center of the Peninsula or closer to the west coast.

More: Florida freeze devastated crops; will it push up grocery prices?

By October, instead of being swollen with water as the wet season waned, 30% of Florida was already in drought.

Rounds of winter cold fronts have subsequently pushed farmers to draw heavily on water supplies in an effort to protect their crops from freezing and dehydration.

The South Florida Water Management District, which oversees 16 counties from Orlando to the Keys, said it is doing what it can to hold as much water in the system as possible.

“We are very thankful we didn’t have a devastating hurricane, but now we’re looking at extreme drought and its impacts,” LaMarre said. “It’s feast or famine.”

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