SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT May 9, 2025 **BOARD OF SUPERVISORS** REGULAR MEETING **AGENDA**

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Sugarloaf Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Phone: (561) 571-0010

Toll-free: (877) 276-0889

Fax: (561) 571-0013

May 2, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Sugarloaf Community Development District

Dear Board Members:

The Board of Supervisors of the Sugarloaf Community Development District will hold a Regular Meeting on May 9, 2025 at 10:00 a.m., or as soon thereafter as the matter may be heard, at the City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Financing Related Items
 - A. Presentation of Master Engineer's Report (for informational purposes)
 - B. Presentation of Master Special Assessment Methodology Report (for informational purposes)
 - C. Consideration of Resolution 2025-05, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution
 - D. Consideration of Resolution 2025-06, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Sugarloaf Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes
- 4. Consideration of Resolution 2025-07, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by

Board of Supervisors Sugarloaf Community Development District May 9, 2025, Regular Meeting Agenda Page 2

Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

- 5. Consideration of Resolution 2025-08, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 6. Consideration of Resolution 2025-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
- 7. Consideration of Resolution 2025-10, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 8. Consideration of Resolution 2025-04, Designating the Location of the Local District Records Office and Providing an Effective Date
- 9. Consideration of TraceAir Quotation Q-01707 [Drone Scan]
- 10. Ratification Items
 - A. Letter to St. Johns River Water Management District Regarding Whispering Winds at Sugarloaf Mountain Parcel B Pods B5 & B7
 - B. Letter to St. Johns River Water Management District Regarding Pine Ridge at Sugarloaf Mountain Parcel B Pods B2 & B9 Construction Plans
- 11. Acceptance of Unaudited Financial Statements as of March 31, 2025
- 12. Approval of January 27, 2025 Regular Meeting Minutes
- 13. Staff Reports
 - A. District Counsel: Kutak Rock LLP
 - B. District Engineer: Poulos & Bennett, LLC
 - C. District Manager: Wrathell, Hunt and Associates, LLC
 - UPCOMING MEETING
 - May 26, 2025 at 11:00 AM
 - June 23, 2025 at 11:00AM
 - > July 28, 2025 at 11:00 AM

Board of Supervisors Sugarloaf Community Development District May 9, 2025, Regular Meeting Agenda Page 3

QUORUM CHECK

SEAT 1	CURT WILKINSON	IN PERSON	PHONE	No
SEAT 2	MATTHEW YOUNG	IN PERSON	PHONE	□No
SEAT 3	Matt Cuarta	IN PERSON	PHONE	□No
SEAT 4	JAMES DUNN	In Person	PHONE	□No
SEAT 5	PATRICK "ROB" BONIN	In Person	PHONE	☐ N o

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 528 064 2804

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,

Daniel Rom District Manager

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

3/4

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

ENGINEER: POULOS & BENNETT

September 2024

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the Capital Improvement Plan ("CIP") and estimated costs of the CIP, for the Sugarloaf Community Development District ("District").

2. GENERAL SITE DESCRIPTION

The District consists of the existing boundary of 369.49 ¹ acres of land, an expansion area of 254.466 acres of land and a future parcel of approximately 776.044 acres of land. The District is located entirely within the City of Minneola, Florida and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development, which is currently planned for 2,555 residential units. The following chart shows the planned product types for the District:

PRODUCT TYPES

Product Type	Existing District	Expansion Area	Future Parcel	District Totals
Multi-Family	0	0	175	175
45' Single Family	345	272	340	957
55' Single Family	313	365	336	1014
65' Single Family	154	168	87	409
TOTAL UNITS	812	805	938	2555

The CIP infrastructure for the project includes:

Stormwater Management System:

The stormwater collection and outfall systems are a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements established by the St. Johns River Water Management District (SJRWMD) and City of Minneola for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception of the inlets and storm sewer systems that may be part of dedicated rights-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of spreading fill across private lots.

¹ The Petition to Establish and Ordinance establishing the District erroneously listed the acreage of the District as 300.907 acres. This is intended to be corrected in a future expansion petition.

Environmental Conservation/Mitigation

There are environmentally sensitive lands within the District which may require impact in association with the proper construction of the District's infrastructure. The District will provide onsite conservation areas in order to offset wetland impacts associated with the construction of the development. The District will be responsible for the design, permitting, mitigation, construction, maintenance, and government reporting of the environmental mitigation. Additionally, there is a cost associated with removal of gopher tortoises for mitigation. These costs are included within the CIP.

Public Roadways (Onsite)

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of- way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable City design requirements.

All internal roadways may be financed by the District, and dedicated to the City for ownership, operation, and maintenance. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance (in such an event, the District would be limited to financing only utilities, conservation/mitigation, hardscape/landscape/irrigation and stormwater improvements behind such gated areas).

Public Roadways (Offsite)

The Project includes offsite roadway improvements to serve the subdivision. These improvements include, but are not limited to, turn lanes, traffic signals, roundabouts, pedestrian facilities and multi-use trails. The improvements will be designed in accordance with Lake County standards. The improvements will be constructed by the District and then dedicated to the County for operation and maintenance.

Water, Wastewater & Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. The water main connection will be made at or near the intersection of North Hancock Road and CR 561. Potable water distribution system shall be extended north along North Hancock Road and then west along CR 455 as needed to provide service to all District lands. Offsite potable water distribution facilities will be located on District lands within utility easements dedicated to the City.

Wastewater improvements for the project will include an onsite gravity collection system, sanitary sewer lift stations, and onsite and offsite force main transmission lines. Onsite force mains will be located within the public rights-of-way. Offsite force main extensions will be extended along North Hancock Road, CR 455 and Sugarloaf Mountain Road and will be located on District lands within utility easements dedicated to the City.

Similarly, reclaim water distribution systems will be constructed onsite and offsite to provide service for irrigation throughout the community. Onsite reclaim water distribution systems will be located within the public rights-of-way. Offsite reclaim water distribution system extensions will be extended along North Hancock Road, CR 455 and Sugarloaf Mountain Road and will be located on District lands within utility easements dedicated to the City.

The water distribution, reuse distribution and wastewater collection systems have points of connections outside of the District boundary to existing utility infrastructure. The existing water, reuse and sewer infrastructure will need to be extended in order to provide service to the District. These connections are required elements for the systems to function. Therefore, the offsite extensions and connections to the existing utility infrastructure are included within the CIP.

The water and reclaim system and wastewater collection systems for all phases will be completed by the District and then dedicated to the City for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Hardscape, Landscape & Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The District must meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the City, will be maintained pursuant to a right-of-way agreement to be entered into with the City. Any landscaping, irrigation or hardscaping systems behind hard-gated roads, if any, will not be financed by the District and instead will be privately installed and maintained.

<u>Streetlights / Undergrounding of Electrical Utility Lines</u>

The District intends to lease street lights through an agreement with SECO (the local utility provider) and will fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP. The street lighting system will be constructed in cooperation with the City of Minneola, SECO and the Developer.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. The District will fund the cost to trench the onsite and/or offsite underground installation and the costs associated with light pole installations within Lake County rights-of-way of North Hancock Road, CR 455 and/or Sugarloaf Mountain Road. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities (Active & Passive):

In conjunction with the construction of the CIP, the District intends to construct a clubhouse and other amenity facilities including, but not limited to, multi-use paths, pedestrian paths, sports field and nature viewing stations. Alternatively, the Developer may privately fund such facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the

exclusive benefit of the owners subject to that Association. The District will own and maintain the foregoing improvements.

Professional Services

The CIP also includes various professional services. These include but are not limited to: (i) engineering, landscape architecture, surveying, geotechnical engineering and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District. Pursuant to such an agreement, and without intending to alter the terms of such an agreement, the applicable developer may elect to retain such credits if the developer provides consideration equal to the market value of the credits in the form of work product, improvements and/or land (based on the lesser of appraised value or the developer's cost basis as it relates to land), or in the form of a cash pay down of certain debt assessments.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP will be obtained or are currently under review by respective governmental authorities, and include the following:

- a. City of Minneola
- b. Lake County, Florida
- c. St. Johns River Water Management District (SJRWMD)
- d. Florida Department of Environmental Protection (FDEP)
- e. Federal Emergency Management Agency (FEMA)
- f. Florida Fish and Wildlife Conservation Commission (FWC)
- g. Lake Apopka Gas

5. OPINION OF PROBABLE CONSTRUCTION COSTS / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth below are reasonable and generally consistent with market pricing.

OPINION OF PROBABLE COST

Improvement	Existing District	Expansion Area	Future Parcel	Financing Entity	O&M Entity
Stormwater Management System	\$3,921,941.32	\$5,216,965.45	\$5,340,500.00	CDD	CDD
Public Roadways (onsite)	\$5,369,733.61	\$4,713,977.25	\$6,214,400.00	CDD	City
Public Roadways (offsite)	\$0.00	\$580,000.00	\$0.00	CDD	County
Water, Wastewater & Reclaim Utilities	\$11,145,140.27	\$7,662,802.38	\$11,652,000.00	CDD	City
Hardscape, Landscape & Irrigation	\$1,852,105.00	\$2,079,310.00	\$2,815,900.00	CDD	CDD

Streetlights/Underground Electrical Lines	\$1,495,800.00	\$1,355,400.00	\$1,747,800.00	CDD	SECO
Recreational Amenities (Active & Passive)	\$1,676,490.00	\$3,243,750.00	\$4,369,500.00	CDD	CDD
Contingency	\$2,546,121.02	\$2,485,220.51	\$3,214,010.00	CDD	N/A
SUB-TOTAL	\$25,461,210.20	\$24,852,205.08	\$32,140,100.00	CDD	
DISTRICT TOTAL	\$90,698,866.81				

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the CIP.
- c. The master developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP), the District or a third-party.
- d. At the master developer's option, a third-party, or an applicable property owner's or homeowner's association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design. The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing a series of bonds to fund all or a portion of the Capital Improvement Plan.

It is further our opinion that:

- The estimated cost to the CIP as set forth herein is reasonable based on prices currently being
 experienced in the jurisdiction in which the District is located, and is not greater than the lesser
 of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would
 prevent the implementation of the CIP, and it is reasonable to assume that all necessary
 regulatory approvals will be obtained in due course; and
- The reasonably expected economic life of the CIP is anticipated to be at least 20+ years; and
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District.

Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

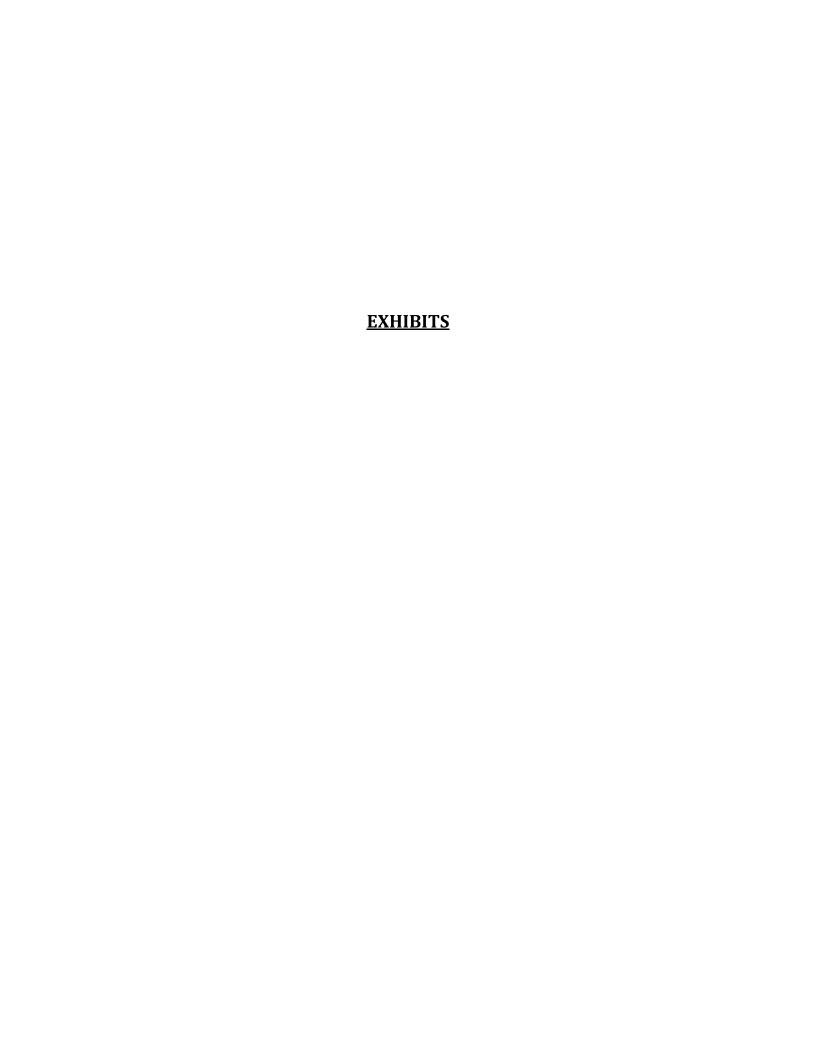
Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



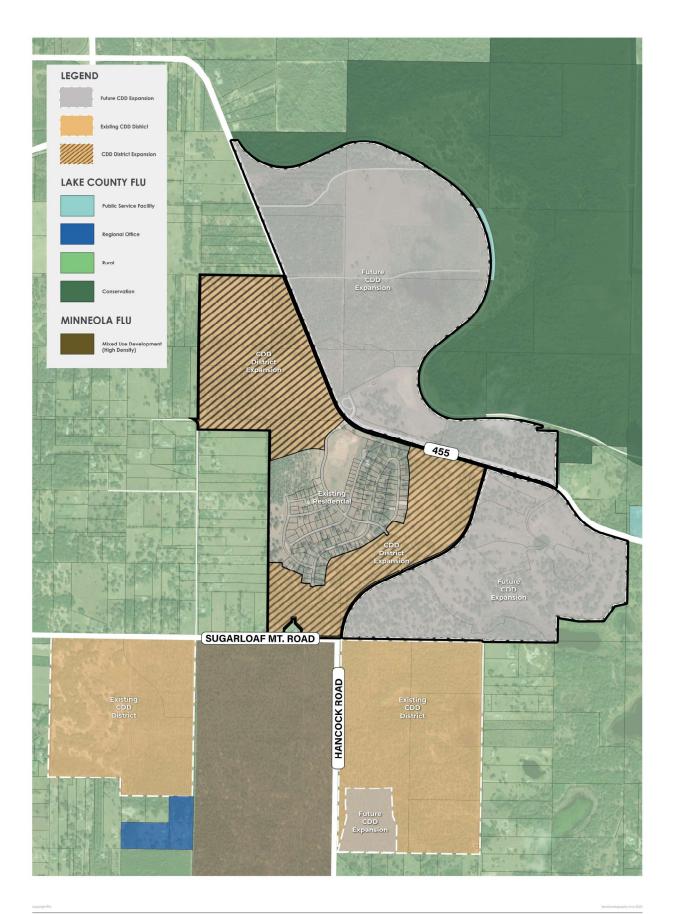
signature must be verified on any electronic copies.

Marc D. Stehli, P.E. District Engineer

Date: September 25, 2024









SUGARLOAF PROPERTY • CDD BOUNDARY MAP

© Lake County

■ 06/05/2024

21002300

■ Richland Communities



EXHIBIT 2 - CDD BOUNDARY

SUGARLOAF CDD

POD 7 PARCEL 6—1

A Portion of The West 1/2 Of Section 29, Township 21 South, Range 26 East, Lake County, Florida, Being More Particularly Described as Follows:

Commence At The Northeast Corner Of The Northwest 1/4 Of Said Section 29; Thence South 01°08'01" West Along The East Line Of The West 1/2 Of Said Section 29, A Distance Of 25.00 Feet To The Point Of Beginning; Thence Continue South 01°08'01" West Along Said East Line, A Distance Of 2,932.40 Feet; Thence North 89°05'44" West Along The North Line Of The South 990.00 Feet Of The Northeast 1/4 Of The Southwest 1/4 Of Said Section 29, A Distance Of 1,331.28 Feet; Thence North 00°49'36" East Along The West Line Of The Northeast 1/4 Of Said Section 29, A Distance Of 323.28 Feet; Thence South 88°57'35" East Along The North Line Of The Northeast 1/4 Of The Southwest 1/4 Of Said Section 29, A Distance Of 97.48 Feet; Thence Departing From Said North Line, Run North 01°08'01" East, A Distance Of 2,607.00 Feet To A Point On The South Right-Of-Way Line Of That Certain 25 Foot Right-Of-Way As Described In Official Records Book 518, Page 770, Of The Public Records Of Lake County, Florida; Thence South 89°12'16" East Along Said South Right-Of-Way Line, A Distance Of 1,235.55 Feet To The Point Of Beginning.

A portion of the Northwest 1/4 of Section 29, Township 21 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 29; thence South 01°08'01" West along the East line of the Northwest 1/4 of said Section 29, a distance of 25.00 feet to a point lying on the South right-of-way line of that certain right-of-way as described in Official Records Book 518, Page 770, of the Public Records of Lake County, Florida; thence North 89°12'16" West along said South rightof-way line, a distance of 1,235.55 feet; thence departing from said South right-of-way line, run South 01°08'01" West, a distance of 693.65 feet; thence North 88°51'59" West, a distance of 124.28 feet to the POINT OF BEGINNING; thence South 11°17'44" East, a distance of 84.03 feet; thence South 08°38'28" East, a distance of 92.49 feet; thence South 03°27'35" East, a distance of 83.51 feet; thence South 07°16'56" West, a distance of 161.23 feet; thence South 08°31'22" West, a distance of 247.38 feet; thence South 03°32'56" East, a distance of 11.24 feet; thence South 03°11'09" West, a distance of 38.32 feet; thence South 02°16'42" West, a distance of 53.69 feet; thence South 02°25'16" West, a distance of 97.54 feet; thence South 05°02'59" West, a distance of 3.33 feet; thence South 04°10'16" West, a distance of 46.95 feet; thence South 02°57'55" West, a distance of 44.57 feet; thence South 02°16'20" West, a distance of 45.54 feet; thence South 04°07'22" West, a distance of 22.75 feet; thence South 02°30'54" West, a distance of 102.31 feet; thence South 03°55'48" West, a distance of 128.09 feet; thence South 10°35'02" West, a distance of 45.04 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along said curve having a radius of 40.00 feet, a central angle of 99°23'38" for an arc distance of 69.39 feet to a point of tangency; thence North 70°01'20" West, a distance of 325.06 feet; thence North 56°19'37" West, a distance of 52.85 feet; thence North 57°09'05" West, a distance of 97.16 feet; thence North 52°40'57" West, a distance of 20.02 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 100.00 feet, a central angle of 80°30'30" for an arc distance of 140.51 feet to a point of tangency; thence North 27°49'34" East, a distance of 61.80 feet; thence North 20°23'23" East, a distance of 80.38 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 50.00 feet, a central angle of 16°54'37" for an arc distance of 14.76 feet to a point of tangency; thence North 03°28'47" East, a distance of 32.76 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 50.00 feet, a central angle of 40°57'08" for an arc distance of 35.74 feet to a point of tangency; thence

North 37°28'22" West, a distance of 46.05 feet; thence North 40°44'15" West, a distance of 44.26 feet to a point of curvature of a curve concave to the Northeast; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 30°17'33" for an arc distance of 105.74 feet to a point of tangency; thence North 10°26'42" West, a distance of 22.20 feet; thence North 09°05'40" West, a distance of 31.86 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 01°49'17" for an arc distance of 6.36 feet to a point of tangency; thence North 07°16'23" West, a distance of 40.34 feet; thence North 03°26'23" West, a distance of 30.17 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 60.00 feet, a central angle of 32°11'10" for an arc distance of 33.71 feet to a point of tangency; thence North 28°44'47" East, a distance of 38.37 feet; thence North 25°26'27" East, a distance of 21.95 feet to a point of curvature of a curve concave to the Southeast; thence Northeasterly along said curve having a radius of 60.00 feet, a central angle of 53°28'31" for an arc distance of 56.00 feet to a point of tangency; thence North 78°54'58" East, a distance of 3.76 feet; thence North 79°33'36" East, a distance of 49.54 feet; thence North 78°47'16" East, a distance of 9.76 feet to a point of curvature of a curve concave to the Northwest; thence Northeasterly along said curve having a radius of 25.00 feet, a central angle of 88°53'49" for an arc distance of 38.79 feet to a point of tangency; thence North 10°06'33" West, a distance of 14.32 feet; thence North 15°23'49" West, a distance of 16.28 feet to a point of curvature of a curve concave to the West; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 13°27'12" for an arc distance of 46.96 feet to a point of tangency; thence North 28°51'02" West, a distance of 21.72 feet to a point of curvature of a curve concave to the East; thence Northerly along said curve having a radius of 200.00 feet, a central angle of 13°48'37" for an arc distance of 48.21 feet to a point of tangency; thence North 15°02'25" West, a distance of 39.64 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 16°37'49" for an arc distance of 58.05 feet to a point of tangency; thence North 31°40'13" West, a distance of 67.60 feet to a point of curvature of a curve concave to the Southwest; thence Northwesterly along said curve having a radius of 200.00 feet, a central angle of 08°02'57" for an arc distance of 28.10 feet to a point of tangency; thence North 39°43'11" West, a distance of 6.23 feet to a point of curvature of a curve concave to the Southeast; thence Northeasterly along said curve having a radius of 75.00 feet, a central angle of 143°31'34" for an arc distance of 187.88 feet to a point of tangency; thence South 76°11'37" East, a distance of 40.38 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 200.00 feet, a central angle of 15°46'53" for an arc distance of 55.09 feet to a point of tangency; thence South 60°24'43" East, a distance of 21.25 feet to a point of curvature of a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 200.00 feet, a central angle of 15°40'47" for an arc distance of 54.73 feet to a point of tangency; thence South 44°43'57" East, a distance of 7.91 feet; thence South 60°59'37" East, a distance of 32.37 feet to a point of curvature of a curve concave to the North; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 18°37'28" for an arc distance of 24.38 feet to a point of tangency; thence South 79°37'05" East, a distance of 65.23 feet; thence South 87°52'13" East, a distance of 38.34 feet to a point of curvature of a curve concave to the North; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 23°55'04" for an arc distance of 31.31 feet to a point of tangency; thence North 68°12'43" East, a distance of 99.56 feet to a point of curvature of a curve concave to the South; thence Easterly along said curve having a radius of 75.00 feet, a central angle of 12°14'36" for an arc distance of 16.03 feet to a point of tangency; thence North 80°27'19" East, a distance of 56.08 feet to a point of curvature of a curve concave to the Southwest; thence Southeasterly along said curve having a radius of 50.00 feet, a central angle of 88°14'57" for an arc distance of 77.01 feet to the POINT OF BEGINNING.

CONTAINING 169.373 ACRES (7,377,907 SQUARE FEET) MORE OR LESS.

POD 8

PARCELS 6-2 Thru 6-6

A Portion of The West 1/2 Of Section 28, Township 21 South, Range 26 East, Lake County, Florida, Being

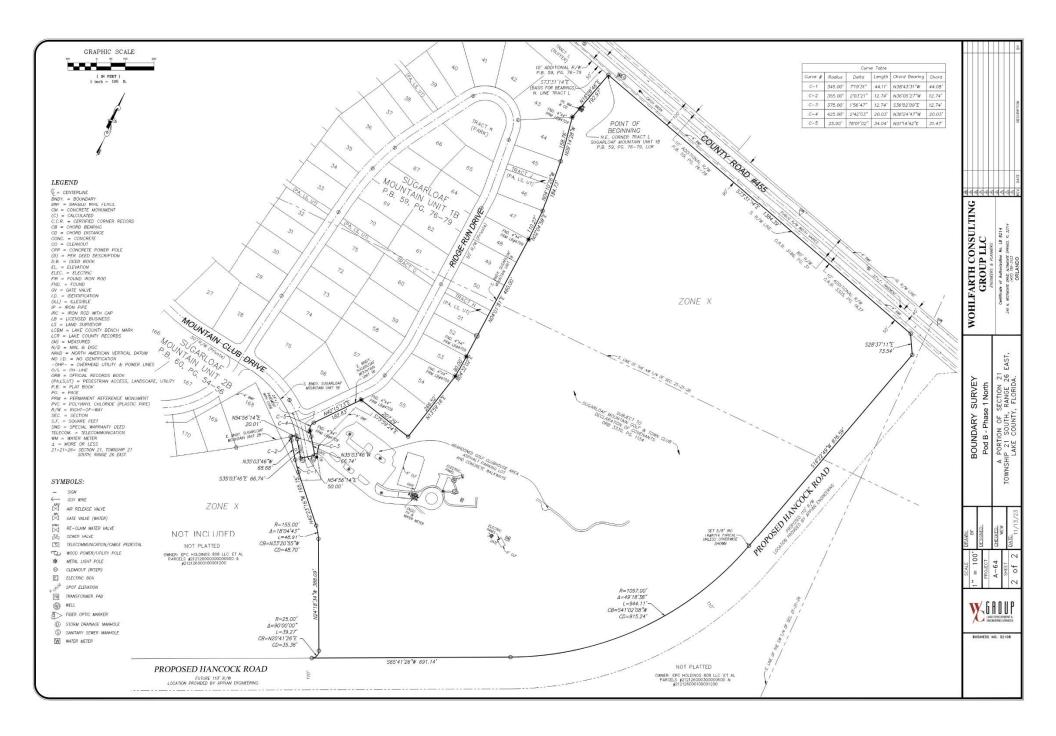
More Particularly Described As Follows:

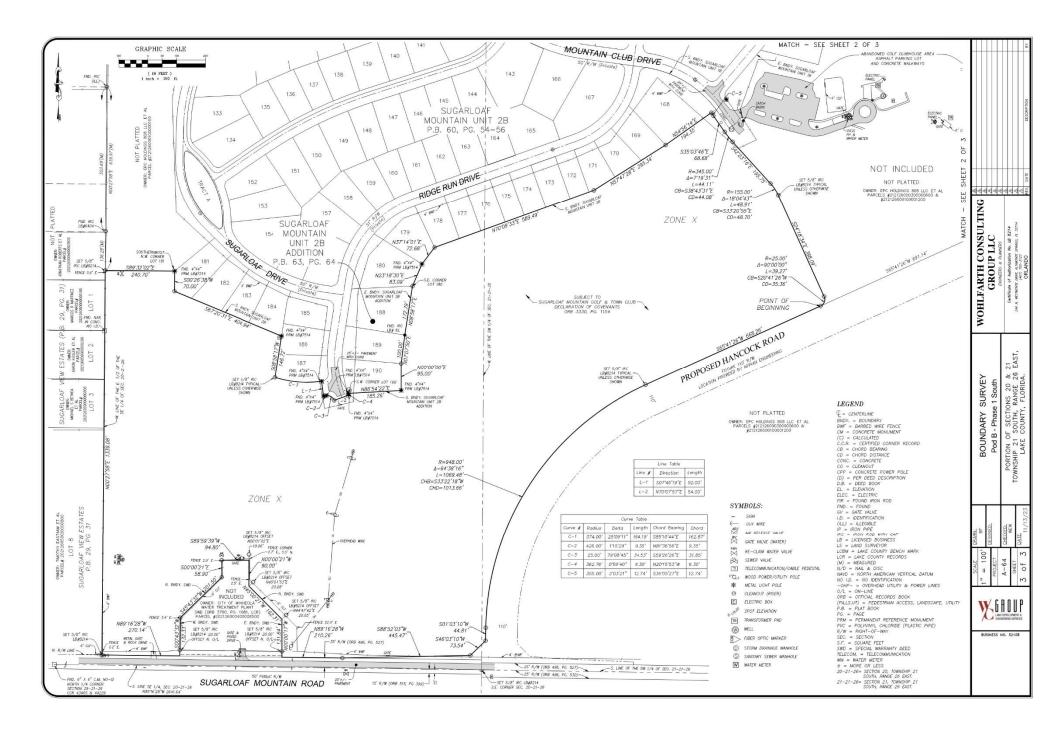
Commence At The North 1/4 Corner Of Said Section 28; Thence South 00°54'52" West Along The East Line Of The West 1/2 Of Said Section 28, A Distance Of 25.03 Feet; Thence Departing From Said East Line, Run South 89°05'08" West, A Distance Of 25.00 Feet To The Point Of Beginning, Said Point Lying On The Westerly Right-Of-Way Line Of Sugarloaf Mountain Road As Described In Right-Of-Way Deed Recorded In Official Records Book 496, Page 530, Of The Public Records Of Lake County, Florida; Thence South 00°54'52" West Along Said Westerly Right-Of-Way Line, A Distance Of 3,918.01 Feet To The Northeast Corner Of Hunters Ridge, According To The Plat Thereof As Recorded In Plat Book 41, Pages 4 And 5, Of Said Public Records; Thence North 89°24'17" West Along The North Boundary Of Said Hunters Ridge, A Distance Of 1,529.12 Feet; Thence Departing From Said North Boundary, Run North 00°35'43" East, A Distance Of 533.40 Feet To A Point On The Arc Of A Non-Tangent Curve Concave To The Northeast, The Radius Point Of Which Bears North 38°58'17" East; Thence Northwesterly Along Said Curve Having A Radius Of 188.00 Feet, A Central Angle Of 41°28'44" For An Arc Distance Of 136.10 Feet To A Point Of Tangency; Thence North 09°32'59" West, A Distance Of 63.63 Feet To A Point Of Curvature Of A Curve Concave To The East; Thence Northerly Along Said Curve Having A Radius Of 1,176.00 Feet, A Central Angle Of 14°49'24" For An Arc Distance Of 304.25 Feet To A Point Of Tangency; Thence North 05°16'25" East, A Distance Of 28.45 Feet To A Point Of Curvature Of A Curve Concave To The West; Thence Northerly Along Said Curve Having A Radius Of 324.00 Feet, A Central Angle Of 20°58'55" For An Arc Distance Of 118.65 Feet To A Point Of Tangency; Thence North 15°42'30" West, A Distance Of 49.08 Feet To A Point On The Arc Of A Non-Tangent Curve Concave To The North, The Radius Point Of Which Bears North 14°11'55" West; Thence Westerly Along Said Curve Having A Radius Of 875.00 Feet, A Central Angle Of 15°15'05" For An Arc Distance Of 232.91 Feet To A Point Of Tangency; Thence North 88°56'50" West, A Distance Of 618.90 Feet; Thence North 00°56'16" East, Along A Line Lying 122.00 Feet East From And Parallel With, As Measured At Right Angles To The West Line Of The Southwest 1/4 Of Said Section 28, A Distance Of 99.37 Feet To A Point Of Curvature Of A Curve Concave To The East; Thence Northerly Along Said Curve Having A Radius Of 19,938.00 Feet, A Central Angle Of 00°06'55" For An Arc Distance Of 40.10 Feet To A Point Of Tangency; Thence North 01°03'10" East Along A Line Lying 122.00 Feet East From And Parallel With, As Measured At Right Angles To The West Line Of The Northwest 1/4 Of Said Section 28, A Distance Of 2,607.07 Feet To A Point On The South Right-Of-Way Line Of Sugarloaf Mountain Road As Described In Said Right-Of-Way Deed; Thence South 89°09'36" East Along Said South Right-Of-Way Line, A Distance Of 2,496.00 Feet To The Point Of Beginning.

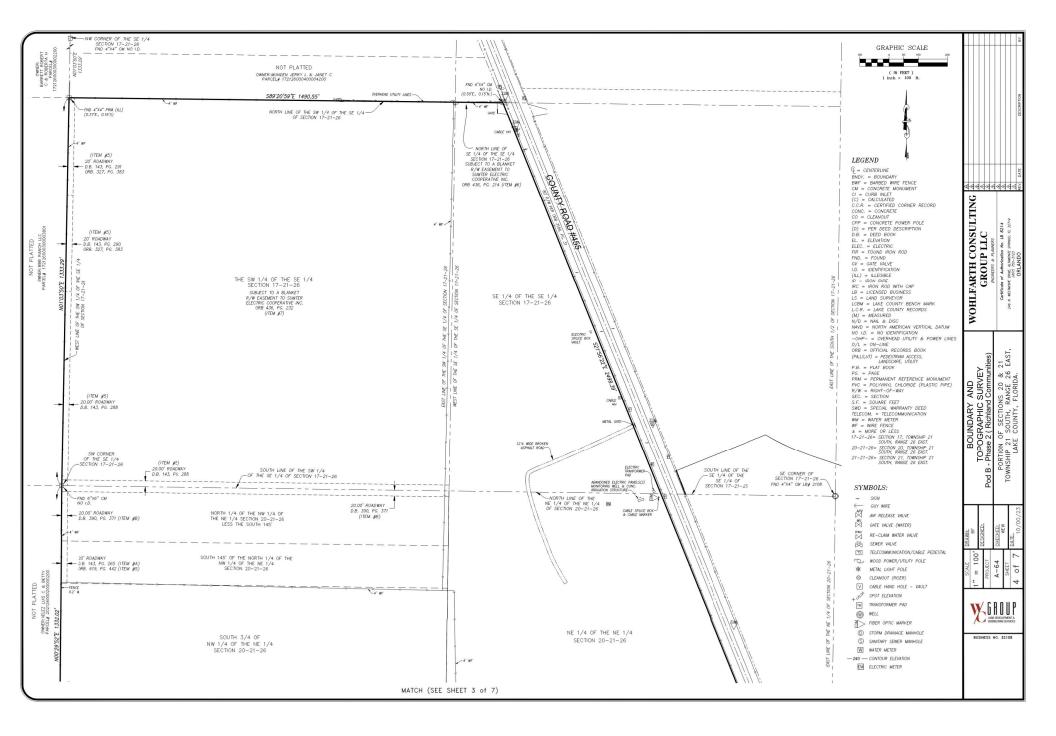
CONTAINING 200.117 ACRES (8,717,089 SQUARE FEET), MORE OR LESS.

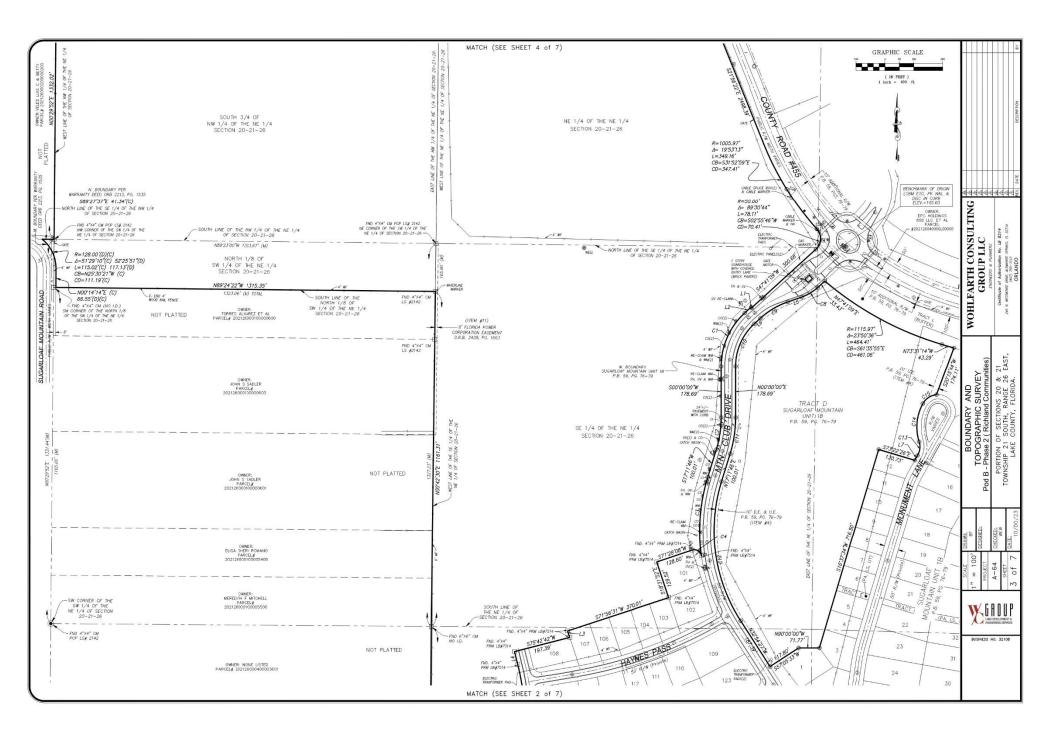
CONTAINING OVERALL 369.49 ACRES, MORE OR LESS.

EXHIBIT 3 - EXPANSION AREA BOUNDARY AND LEGAL DESCRIPTION









A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING. CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE Of 691.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°41'26" WEST, A DISTANCE OF 668.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 64°38'16", A CHORD BEARING OF SOUTH 33°22'18" WEST AND A CHORD DISTANCE OF 1013.66 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 1,069.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°03'10" WEST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 46°03'10" WEST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 88°52'03" WEST, A DISTANCE OF 445.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUGARLOAF MOUNTAIN ROAD AS DESCRIBED IN RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 496, PAGE 527, OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF AN EASTERLY BOUNDARY OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3700, PAGE 1081, OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'17" WEST ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 131.64 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED FOR THE FOLLOWING FIVE (5) COURSES, RUN NORTH 45°00'21" WEST, A DISTANCE OF 162.31 FEET; THENCE NORTH 00°00'21" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°59'39" WEST, A DISTANCE OF 94.80 FEET; THENCE SOUTH 00°00'21" EAST, A DISTANCE OF 58.90 FEET; THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 201.50 FEET; THENCE SOUTH 00°43'32" WEST ALONG A WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 132.33 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SUGARLOAF MOUNTAIN ROAD; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 270.14 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,339.08 FEET; THENCE DEPARTING FROM SAID WEST LINE RUN SOUTH 89°32'02" EAST, A DISTANCE OF 240.70 FEET TO THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING NINE (9) COURSES, RUN SOUTH 00°26'38" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 67°20'31" EAST, A DISTANCE OF 404.94 FEET; THENCE SOUTH 08°58'17" WEST, A DISTANCE OF 146.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 25°09'11", A CHORD BEARING OF SOUTH 85°10'44" EAST AND A CHORD DISTANCE OF 162.87 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 164.19 FEET; THENCE SOUTH 07°45'19" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 52.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 426.00 FEET, A CENTRAL ANGLE OF 01°15'29", A CHORD BEARING OF NORTH 81°36'56" EAST AND A CHORD DISTANCE OF 9.35 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 9.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°08'45", A CHORD BEARING OF SOUTH 59°26'26" EAST AND A CHORD DISTANCE OF 31.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.53 FEET; THENCE NORTH 70°07'57" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE

TO THE EAST HAVING A RADIUS OF 362.76 FEET, A CENTRAL ANGLE OF 00°59'40", A CHORD BEARING OF NORTH 20°15'53" WEST AND A CHORD DISTANCE OF 6.30 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 6.30 FEET TO THE SOUTHWEST CORNER OF LOT 190, SUGARLOAF MOUNTAIN UNIT 2B ADDITION, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 64, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B ADDITION THE FOLLOWING FOUR (4) COURSES, RUN NORTH 86°54'22" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 185.26 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°07'50" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 08°58'17" EAST, A DISTANCE OF 172.79 FEET TO THE SOUTHEAST CORNER OF LOT 180 OF SAID SUGARLOAF MOUNTAIN UNIT 2B; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING FIVE (5) COURSES, RUN NORTH 23°18'30" EAST, A DISTANCE OF 83.09 FEET; THENCE NORTH 37°14'01" EAST, A DISTANCE OF 72.68 FEET; THENCE NORTH 70°09'33" EAST, A DISTANCE OF 589.49 FEET; THENCE NORTH 57°47'28" EAST, A DISTANCE OF 295.34 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 194.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF SOUTH 36°05'27" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE DEPARTING FROM SAID EASTERLY BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°03'46" EAST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF SOUTH 38°43'31" EAST AND A CHORD DISTANCE OF 44.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°23'16" EAST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF SOUTH 33°20'55" EAST AND A CHORD DISTANCE OF 48.70 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°18'34" EAST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 20°41'26" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.210 ACRES (2,361,395 SQUARE FEET), MORE OR LESS.

DESCRIPTION: POD B - PHASE 2

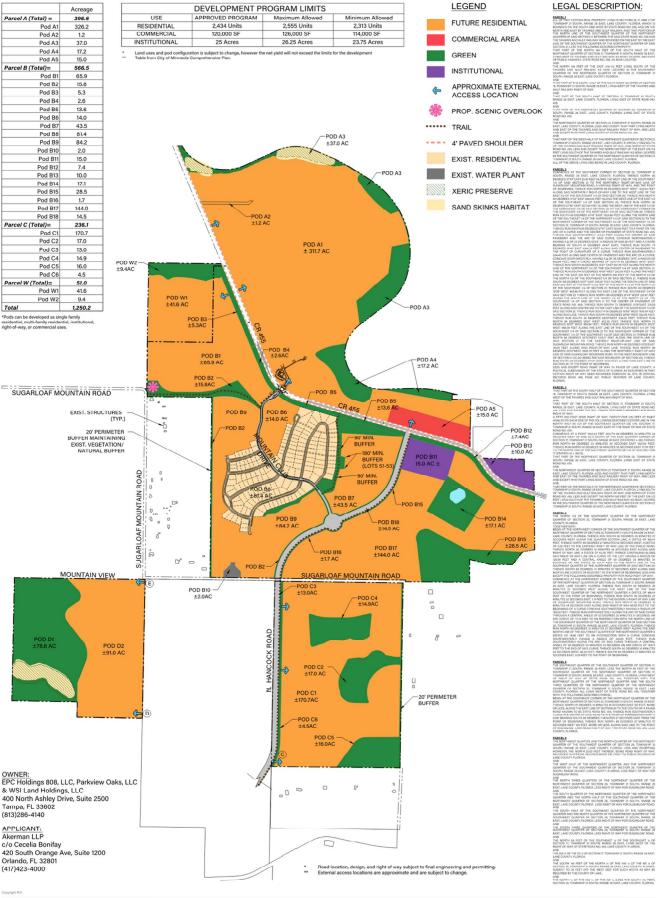
PORTIONS OF SECTIONS 17, 20, AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°32'02" WEST, A DISTANCE OF 240.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,312.07 FEET; THENCE NORTH 00°42'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 580.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°42'30" EAST ALONG SAID WEST LINE, A DISTANCE OF 581.31 FEET; THENCE NORTH 89°24'22" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/8 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,315.35 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2213, PAGE 1535, OF SAID PUBLIC RECORDS, THE FOLLOWING (3) COURSES BEING ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID WARRANTY DEED; THENCE NORTH 00°14'14" EAST, A DISTANCE OF 66.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 51°29'10", A CHORD BEARING OF NORTH 25°30'21" WEST AND A CHORD DISTANCE OF 111.19 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 115.02 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 20; THENCE SOUTH 89°27'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.34 FEET; THENCE NORTH 00°29'52"

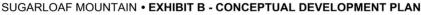
EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 20, A DISTANCE OF 1,332.02 FEET; THENCE NORTH 01°03'50" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,333.29 FEET; THENCE SOUTH 89°20'59" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,490.55 FEET, THE FOLLOWING TWO (2) COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 21°56'22" EAST, A DISTANCE OF 2,498.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1,005.97 FEET, A CENTRAL ANGLE OF 19°53'13", A CHORD BEARING OF SOUTH 31°52'59" EAST AND A CHORD DISTANCE OF 347.41 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 349.16 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, THE FOLLOWING SIX (6) COURSES BEING ALONG THE WESTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°30'44", A CHORD BEARING OF SOUTH 02°55'46" WEST, A CHORD DISTANCE OF 70.41 FEET, FOR AN ARC LENGTH OF 78.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 300.68 FEET; THENCE NORTH 42°18'51" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 29.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 47°41'09", A CHORD BEARING OF SOUTH 23°50'34" WEST AND A CHORD DISTANCE OF 202.11 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 208.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 121.84 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD BEARING OF SOUTH 89°13'56" WEST AND A CHORD DISTANCE OF 401.23 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 407.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°56'31" WEST, A DISTANCE OF 627.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 145.539 ACRES (6,339,685 SQUARE FEET), MORE OR LESS.

EXHIBIT 4 - MASTER SITE PLAN









September 18, 2023 # 21002300

A Richland Communities



SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

38

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

July 22, 2024



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, FL 33431 Phone: 561-571-0010

Fax: 561-571-0013 Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Sugarloaf Community Development District (the "District"), located entirely within the City of Minneola, Lake County, Florida, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer's Report developed by Poulos & Bennett, LLC (the "District Engineer") and dated May 2024 (the "Engineer's Report"), which improvements set forth therein make up the CIP, as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the CIP. Please note that the Engineer's Report describes the CIP which would be required for the District after the projected expansion of its boundaries from the current approximately 369.49 +/- acres to the anticipated total of approximately 1,400 +/- acres.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree from general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Sugarloaf development, a master planned residential development located entirely within the City of Minneola, Lake County, Florida (the "Development"). The land within the District currently consists of approximately 369.49 +/- acres, while an expansion area and a future parcel would account for an additional 254.466 +/- (the "Expansion Area") and 776.044 +/- acres (the "Future Parcel") respectively, for a total of 1,400 +/- acres, and is generally located northeast of the Florida Turnpike, north of CR 561 extending to the north side of CR 455.

2.2 The Development Program

The development of Sugarloaf is anticipated to be conducted by Richland Developers – Florida, Inc., or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions 812 residential units within the existing boundary of the District, 805 residential units within the anticipated expansion area, and 938 residential units within the future parcel for a total of 2,555 residential

units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Sugarloaf.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of stormwater management system, public roadways (on-site), public roadways (off-site), water, wastewater & reclaim utilities, hardscape, landscape & irrigation, streetlights/ underground electrical lines, and recreational amenities (active & passive), along with contingency and professional costs which cumulatively are estimated by the District Engineer at \$90,698,866.81, including the costs of public infrastructure improvements necessary for the development of both the Expansion Area and the Future Parcel.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$126,465,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$126,465,000 to finance approximately \$90,698,866.81 in CIP costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvements and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately \$126,465,000. The difference is comprised of funding a debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding and assumptions for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the CIP.

5.2 Benefit Allocation

The most current development plan anticipates the development of 812 residential units within the existing boundary of the District, 805 residential units within the anticipated expansion area, and 938 residential units within the future parcel for a total of 2,555 residential units to be developed over a multi-year period in one or more development phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the public improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide

basic infrastructure for community development to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement or debt allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different product types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types, based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large singlefamily lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. Additionally, the value of the product types with greater density and greater intensity of use of infrastructure is likely to appreciate by more in terms of dollars than that of the product types with lesser density and lesser intensity of use of infrastructure as a result of the implementation of the CIP. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

If at any time, any portion of the property within the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Bond Assessments (hereinafter defined) thereon), or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

Tables 5A, 5B, and 5C in the *Appendix* present the apportionment of the assessment associated with funding the District's CIP (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Tables 5A, 5B, and 5C also present the annual levels of the projected annual Bond Assessments per unit.

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will initially be levied on approximately 369.49 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$41,788,627.03 will be preliminarily levied on approximately 369.49 +/- gross acres at a rate of \$113,098.13 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Tables 5A, 5B, and 5C in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties

within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.
- b. If a Proposed Plat results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the District or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer, District Counsel and the District's Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of \$126,465,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Bond Assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This master assessment allocation methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

No Bond Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the District and/or master homeowners' association. If owned by a homeowners' association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District's rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the Bond Assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Sugarloaf

Community Development District

Development Plan

Broduct Type	Existing Disctrict	Expansion Area	Future Parcel	Total Number of
Product Type	Units	Units	Units	Units
Multifamily	0	0	175	175
Single Family 45'	345	272	340	957
Single Family 55'	313	365	336	1014
Single Family 65'	154	168	87	409
Total	812	805	938	2,555

Table 2

Sugarloaf

Community Development District

Project Costs

Improvement	Exi	sting District	E	cpansion Area	F	uture Parcel	Total Costs
Stormwater Management System	\$	3,921,941.32	\$	5,216,965.45	\$	5,340,500.00	\$ 14,479,406.77
Public Roadways (onsite)	\$	5,369,733.61	\$	4,713,977.25	\$	6,214,400.00	\$ 16,298,110.86
Public Roadways (offsite)	\$	-	\$	580,000.00	\$	-	\$ 580,000.00
Water, Wastewater & Reclaim Utilities	\$	11,145,140.27	\$	7,662,802.38	\$	11,652,000.00	\$ 30,459,942.65
Hardscape, Landscape & Irrigation	\$	1,852,105.00	\$	2,079,310.00	\$	2,815,900.00	\$ 6,747,315.00
Streetlights/ Underground Electrical Lines	\$	1,495,800.00	\$	1,355,400.00	\$	1,747,800.00	\$ 4,599,000.00
Recreational Amenities (Active & Passive)	\$	1,676,490.00	\$	3,243,750.00	\$	4,369,500.00	\$ 9,289,740.00
Contingency	\$	2,546,121.02	\$	2,485,220.51	\$	3,214,010.00	\$ 8,245,351.53
Total	\$	28,007,331.22	\$	27,337,425.59	\$	35,354,110.00	\$ 90,698,866.81

Table 3

Sugarloaf

Community Development District

Preliminary Sources and Uses of Funds

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Bond Proceeds:

Par Amount	\$126,465,000.00
Total Sources	\$126,465,000.00

Uses

Project Fund Deposits:
Project Fund

Project Fund \$90,698,866.81

Other Fund Deposits:

Debt Service Reserve Fund \$11,233,561.36
Capitalized Interest Fund \$20,234,400.00

Delivery Date Expenses:

 Costs of Issuance
 \$4,293,950.00

 Rounding
 \$4,221.83

 Total Uses
 \$126,465,000.00

Financing Assumptions

Coupon Rate: 8%

Capitalized Interest Period: 24 months

Term: 30 Years

Underwriter's Discount: 3% Cost of Issuance: \$500,000

Table 4

Sugarloaf

Community Development District

Benefit Allocation

Product Type	Existing Disctrict Units	ERU Weight	Total ERU	Percent of Total
Multifamily	0	0.35	0.00	0.00%
Single Family 45'	345	0.90	310.50	12.08%
Single Family 55'	313	1.10	344.30	13.40%
Single Family 65'	154	1.30	200.20	7.79%
Total	812		855.00	33.27%

Product Type	Expansion Area Units	ERU Weight	Total ERU	Percent of Total
Multifamily	0	0.35	0.00	0.00%
Single Family 45'	272	0.90	244.80	9.53%
Single Family 55'	365	1.10	401.50	15.62%
Single Family 65'	168	1.30	218.40	8.50%
Total	805		864.70	33.65%

Product Type	Future Parcel Units	ERU Weight	Total ERU	Percent of Total
Multifamily	175	0.35	61.25	2.38%
Single Family 45'	340	0.90	306.00	11.91%
Single Family 55'	336	1.10	369.60	14.38%
Single Family 65'	87	1.30	113.10	4.40%
Total	938		849.95	33.08%

Product Type	Total Number of Units	ERU Weight	Total ERU	Percent of Total
Multifamily	175	0.35	61.25	2.38%
Single Family 45'	957	0.90	861.30	33.52%
Single Family 55'	1,014	1.10	1115.40	43.41%
Single Family 65'	409	1.30	531.70	20.69%
Total	2,555		2,569.65	100.00%

Table 5A

Sugarloaf

Community Development District

Assessment Apportionment - Existing District

Product Type	Existing Disctrict Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 45'	345	\$10,959,468.47	\$15,281,218.26	\$44,293.39	\$4,230.61
Single Family 55'	313	\$12,152,479.85	\$16,944,680.99	\$54,136.36	\$5,170.75
Single Family 65'	154	\$7,066,298.19	\$9,852,817.70	\$63,979.34	\$6,110.88
Total	942	\$20 479 246 E0	\$42.070.746.0E	1	

^{*} Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

 $^{^{\}star\star}$ Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

Table 5B

Sugarloaf

Community Development District

Assessment Apportionment - Expansions Area

Product Type	Expansion Area Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 45'	272	\$8,640,508.47	\$12,047,801.06	\$44,293.39	\$4,230.61
Single Family 55'	365	\$14,171,422.19	\$19,759,771.76	\$54,136.36	\$5,170.75
Single Family 65'	168	\$7,708,688.93	\$10,748,528.40	\$63,979.34	\$6,110.88
Total	805	\$30.520.619.59	\$42,556,101,22		

^{*} Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

Table 5C

Sugarloaf

Community Development District

Assessment Apportionment - Future Parcel

Product Type	Future Parcel Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Multifamily	175	\$2,161,891.93	\$3,014,411.01	\$17,225.21	\$1,645.24
Single Family 45'	340	\$10,800,635.59	\$15,059,751.33	\$44,293.39	\$4,230.61
Single Family 55'	336	\$13,045,473.58	\$18,189,817.29	\$54,136.36	\$5,170.75
Single Family 65'	87	\$3,991,999.62	\$5,566,202.21	\$63,979.34	\$6,110.88
Total	938	\$30,000,000,72	\$41.830.181.83		

^{*} Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in

 $^{^{**}}$ Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

 $^{^{\}star\star}$ Includes county collection costs estimated at 3% (subject to change) and an early collection

Exhibit "A"

Bond Assessments in the amount of \$41,788,627.03 are proposed to be levied over the area	as
described below:	

A PORTION OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE OF 691.14 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 20°41'26" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 24°18'34" WEST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF NORTH 33°20'55" WEST AND A CHORD DISTANCE OF 48.70 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 42°23'16" WEST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF NORTH 38°43'31" WEST AND A CHORD DISTANCE OF 44.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF NORTH 36°05'27" WEST AND A CHORD DISTANCE OF 12.74 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 54°56'14" EAST ALONG A NON-TANGENT LINE AND SAID EASTERLY BOUNDARY, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B, SAID POINT LYING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 01°56'47", A CHORD BEARING OF SOUTH 36°02'09" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY BOUNDARY AND CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B THE FOLLOWING FOURTEEN (14) COURSES, RUN SOUTH 35°03'46" EAST, A DISTANCE OF 66.74 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 35°03'46" WEST, A DISTANCE OF 66.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'03", A CHORD BEARING OF NORTH 36°24'47" WEST AND A CHORD DISTANCE OF 20.03 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 20.03 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°01'02", A CHORD BEARING OF NORTH 01°14'42" EAST AND A CHORD DISTANCE OF 31.47 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°15'13" EAST, A DISTANCE OF 182.83 FEET; THENCE SOUTH 75°59'24" EAST, A DISTANCE OF 207.29 FEET; THENCE NORTH 13°59'16" EAST, A DISTANCE OF 266.52 FEET; THENCE NORTH 04°32'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 04°01'51" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 02°04'58" EAST, A DISTANCE OF 110.27 FEET; THENCE NORTH 04°10'26" WEST, A DISTANCE OF 184.73 FEET; THENCE NORTH 09°14'28" WEST, A DISTANCE OF 158.76 FEET; THENCE NORTH 16°28'46" EAST, A DISTANCE OF 192.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.717 ACRES (2,383,453 SQUARE FEET), MORE OR LESS.

POD B PHASE 1 - SOUTH

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT L, SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 73°31'14" EAST, A DISTANCE OF 1,384.39 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 AS DESCRIBED IN STATUTORY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3305, PAGE 1637, OF SAID PUBLIC RECORDS; THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 28°37'11" EAST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 16°22'49" WEST, A DISTANCE OF 876.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,097.00 FEET, A CENTRAL ANGLE OF 49°18'38", A CHORD BEARING OF SOUTH 41°02'08" WEST AND A CHORD DISTANCE OF 915.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 944.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°41'26" WEST, A DISTANCE Of 691.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°41'26" WEST, A DISTANCE OF 668.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 64°38'16", A CHORD BEARING OF SOUTH 33°22'18" WEST AND A CHORD DISTANCE OF 1013.66 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 1,069.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°03'10" WEST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 46°03'10" WEST, A DISTANCE OF 73.54 FEET; THENCE SOUTH 88°52'03" WEST, A DISTANCE OF 445.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SUGARLOAF MOUNTAIN ROAD AS DESCRIBED IN RIGHT OF WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 496, PAGE 527, OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF AN EASTERLY BOUNDARY OF LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3700, PAGE 1081, OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'17" WEST ALONG SAID EASTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 131.64 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED FOR THE FOLLOWING FIVE (5) COURSES, RUN NORTH 45°00'21" WEST, A DISTANCE OF 162.31 FEET; THENCE NORTH 00°00'21" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 89°59'39" WEST, A DISTANCE OF 94.80 FEET; THENCE SOUTH 00°00'21" EAST, A DISTANCE OF 58.90 FEET; THENCE SOUTH 45°43'32" WEST, A DISTANCE OF 201.50 FEET; THENCE SOUTH 00°43'32" WEST ALONG A WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 132.33 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SUGARLOAF MOUNTAIN ROAD; THENCE NORTH 89°16'28" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 270.14 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,339.08 FEET; THENCE DEPARTING FROM SAID WEST LINE RUN SOUTH 89°32'02" EAST, A DISTANCE OF 240.70 FEET TO THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING NINE (9) COURSES, RUN SOUTH 00°26'38" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 67°20'31" EAST, A DISTANCE OF 404.94 FEET; THENCE SOUTH 08°58'17" WEST, A DISTANCE OF 146.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 374.00 FEET, A CENTRAL ANGLE OF 25°09'11", A CHORD BEARING OF SOUTH 85°10'44" EAST AND A CHORD DISTANCE OF 162.87 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 164.19 FEET; THENCE SOUTH 07°45'19" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 52.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 426.00 FEET, A CENTRAL ANGLE OF 01°15'29", A CHORD BEARING OF NORTH 81°36'56" EAST AND A CHORD DISTANCE OF 9.35 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 9.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 79°08'45", A CHORD BEARING OF SOUTH 59°26'26" EAST AND A CHORD DISTANCE OF 31.85 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 34.53 FEET; THENCE NORTH 70°07'57" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 362.76 FEET, A CENTRAL ANGLE OF 00°59'40", A CHORD BEARING OF NORTH 20°15'53" WEST AND A CHORD DISTANCE OF 6.30 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 6.30 FEET TO THE SOUTHWEST CORNER OF LOT 190, SUGARLOAF MOUNTAIN UNIT 2B ADDITION, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 64, OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B ADDITION THE FOLLOWING FOUR (4) COURSES, RUN NORTH 86°54'22" EAST ALONG A NON-TANGENT LINE, A DISTANCE OF 185.26 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 95.00 FEET; THENCE NORTH 07°07'50" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 08°58'17" EAST, A DISTANCE OF 172.79 FEET TO THE SOUTHEAST CORNER OF LOT 180 OF SAID SUGARLOAF MOUNTAIN UNIT 2B; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 2B THE FOLLOWING FIVE (5) COURSES, RUN NORTH 23°18'30" EAST, A DISTANCE OF 83.09 FEET; THENCE NORTH 37°14'01" EAST, A DISTANCE OF 72.68 FEET; THENCE NORTH 70°09'33" EAST, A DISTANCE OF 589.49 FEET; THENCE NORTH 57°47'28" EAST, A DISTANCE OF 295.34 FEET; THENCE NORTH 54°56'14" EAST, A DISTANCE OF 194.35 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 02°03'21", A CHORD BEARING OF SOUTH 36°05'27" EAST AND A CHORD DISTANCE OF 12.74 FEET; THENCE DEPARTING FROM SAID EASTERLY BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 12.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°03'46" EAST, A DISTANCE OF 68.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 07°19'31", A CHORD BEARING OF SOUTH 38°43'31" EAST AND A CHORD DISTANCE OF 44.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 44.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°23'16" EAST, A DISTANCE OF 195.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°04'43", A CHORD BEARING OF SOUTH 33°20'55" EAST AND A CHORD DISTANCE OF 48.70 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 48.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 24°18'34" EAST, A DISTANCE OF 388.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 20°41'26" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.210 ACRES (2,361,395 SQUARE FEET), MORE OR LESS.

DESCRIPTION: POD B - PHASE 2

PORTIONS OF SECTIONS 17, 20, AND 21, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST NORTHWEST CORNER OF LOT 181, SUGARLOAF MOUNTAIN UNIT 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGES 54 THROUGH 56, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°32'02" WEST, A DISTANCE OF 240.70 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 00°27'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,312.07 FEET; THENCE NORTH 00°42'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 580.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°42'30" EAST ALONG SAID WEST LINE, A DISTANCE OF 581.31 FEET; THENCE NORTH 89°24'22" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/8 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1,315.35 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2213, PAGE 1535, OF SAID PUBLIC RECORDS, THE FOLLOWING (3) COURSES BEING ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID WARRANTY DEED; THENCE NORTH 00°14'14" EAST, A DISTANCE OF 66.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 51°29'10", A CHORD BEARING OF NORTH 25°30'21" WEST AND A CHORD DISTANCE OF 111.19 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 115.02 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 20; THENCE SOUTH 89°27'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 41.34 FEET; THENCE NORTH 00°29'52" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 20, A DISTANCE OF 1,332.02 FEET; THENCE NORTH 01°03'50" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,333.29 FEET; THENCE SOUTH 89°20'59" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, OF SAID SECTION 17, A DISTANCE OF 1,490.55 FEET, THE FOLLOWING TWO (2) COURSES BEING ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 455 (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 21°56'22" EAST, A DISTANCE OF 2,498.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1,005.97 FEET, A CENTRAL ANGLE OF 19°53'13", A CHORD BEARING OF SOUTH 31°52'59" EAST AND A CHORD DISTANCE OF 347.41 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 349.16 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SUGARLOAF MOUNTAIN UNIT 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 76 THROUGH 79, INCLUSIVE, OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, THE FOLLOWING SIX (6) COURSES BEING ALONG THE WESTERLY BOUNDARY OF SAID SUGARLOAF MOUNTAIN UNIT 1B; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°30'44", A CHORD BEARING OF SOUTH 02°55'46" WEST, A CHORD DISTANCE OF 70.41 FEET, FOR AN ARC LENGTH OF 78.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 300.68 FEET; THENCE NORTH 42°18'51" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 47°41'09" WEST, A DISTANCE OF 29.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 47°41'09", A CHORD BEARING OF SOUTH 23°50'34" WEST AND A CHORD DISTANCE OF 202.11 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 208.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 121.84 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD BEARING OF SOUTH 89°13'56" WEST AND A CHORD DISTANCE OF 401.23 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 407.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 71°56'31" WEST, A DISTANCE OF 627.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 145.539 ACRES (6,339,685 SQUARE FEET), MORE OR LESS.

Exhibit "B"

The debt assessment lien is being placed on property described in the attached legal description. For notice purposes, listed below are the potentially applicable County Property Appraiser parcels, and property owners, developers/potential property owners, and developers that will be included on a mailing list related to debt assessments:

Parcel ID	Owner	Address	City State Zip	
282126000200001600	DRP Solaris Multistate, LLC	590 Madison Ave, FL 13	New York, NY 10022	
292126000200003200	DRP Solaris Multistate, LLC	590 Madison Ave, FL 13	New York, NY 10022	
292126000200000200	EPC Holdings 808, LLC	3161 Michelson Dr, Ste 425	Irvine, CA 92612	

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

36

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "**Board**") of the Sugarloaf Community Development District (the "**District**") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "**Improvements**") described in the District's *Master Engineer's Report*, dated September 2024, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, Florida Statutes (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, Community Development Districts, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Tax Collections, Sales and Liens, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the District's *Master Special Assessment Methodology Report*, dated July 22, 2024, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District Records Office**"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

- **SECTION 1**. Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **SECTION 2**. Assessments shall be levied to defray a portion of the cost of the Improvements.
- **SECTION 3.** The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
- **SECTION 4**. The total estimated cost of the Improvements is \$27,337,425.59 (the "Estimated Cost").
- **SECTION 5**. The Assessments will defray approximately \$42,556,101.22, which includes the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.
- **SECTION 6.** The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
- **SECTION 7**. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
- **SECTION 8.** There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
- **SECTION 9**. With respect to each lien securing a series of bonds, the Assessments shall be paid in not more than (30) thirty yearly installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
- **SECTION 10.** The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

SECTION 11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

SECTION 12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Lake County, provided that the first publication shall be at least twenty (20) days before and the last publication shall be at least one (1) week prior to the date of the hearing, and to provide such other notice as may be required by law or desired in the best interests of the District.

Section 13. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:	SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Master Engineer's Report, dated September 2024

Exhibit B: Master Special Assessment Methodology Report, dated July 22, 2024

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

30

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Sugarloaf Community Development District (the "Board") has previously adopted Resolution 2025-05 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2025-05, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. There is hereby declared a public hearing to be held at 10:00 a.m. on , 2025, at the City of Minneola City Hall, 800 N. U.S. Highway 27, Minneola, Florida 34715, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file.

SECTION 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Lake County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing

established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

Section 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:	SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District pursuant to the provisions of Chapter 190, Florida Statutes, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, Florida Statutes, (the "Uniform Method").

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

A Public Hearing will be held to adopt the Uniform Method on SECTION 1. , 2025 10:00 a.m., at City of Minneola City Hall, 800 N. U.S. Highway 27, Minneola, Florida 34715.

- SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, Florida Statutes.
 - This Resolution shall become effective immediately upon its adoption. SECTION 3.

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:	SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair Board of Supervisors

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Sugarloaf Community Development District ("District") prior to June 15, 2025, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: 11:00 AM

LOCATION: City of Minneola City Hall

800 N US Hwy 27

Minneola, Florida 34715

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Minneola and Lake County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.
- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9TH DAY OF MAY, 2025.

ATTEST:	SUGARLOAF COMMUNITY DEVELOPMEN DISTRICT		
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors		

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

Exhibit A: Fiscal Year 2025/2026 Proposed Budget

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2026

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2026

	Fiscal Year 2025				
	Adopted	Actual	Projected	Total Actual	Proposed
	Budget	through	through	&	Budget
	FY 2025	2/28/2025	9/30/2025	Projected	FY 2026
REVENUES					
Landowner contribution: Richland	\$26,810	\$ 4,006	\$ 64,317	\$ 68,323	\$29,210
Landowner contribution: Lennar	37,913	-	-	-	41,306
Landowner contribution: Stanley Martin	9,375	927	_	927	10,215
Landowner contribution: Tripointe	8,142	_	_	_	8,870
Total revenues	82,240	4,933	64,317	69,250	89,601
EXPENDITURES					
Professional & administrative					
Supervisors	_	431	646	1,077	861
Management/accounting/recording**	48,000	5,000	4,600	9,600	48,000
Legal	15,000	15,689	10,000	25,689	15,000
Engineering	1,000	1,625	3,000	4,625	1,000
Audit*	4,700		3,100	3,100	4,700
Arbitrage rebate calculation*	500	_	500	500	500
Dissemination agent*	1,000	_	250	250	1,000
Trustee*	-	_		-	4,500
EMMA software system*	_	_	_	_	2,000
Telephone	200	83	117	200	200
Postage	500	17	483	500	500
Printing & binding	500	208	292	500	500
Legal advertising	3,500	473	3,027	3,500	3,500
Annual special district fee	175	175	· -	175	175
Insurance	5,500	5,200	-	5,200	5,500
Contingencies/bank charges	750	528	222	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total expenditures	82,240	29,429	27,152	56,581	89,601
Excess/(deficiency) of revenues					
over/(under) expenditures	-	(24,496)	37,165	12,669	-
Fund balance - beginning (unaudited)	-	(11,742)	(36,238)	(11,742)	_
Fund balance - ending (projected)			· · · · · · · ·		
Unassigned	-	(36,238)	927	927	-
Fund balance - ending	\$ -	\$ (36,238)	\$ 927	\$ 927	\$ -

^{*} These items will be realized when bonds are issued

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

EXPENDITURES		
Professional & administrative	_	
Supervisors	\$	861
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed		
\$4,800 for each fiscal year.		40.000
Management/accounting/recording**		48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community		
development districts by combining the knowledge, skills and experience of a team of		
professionals to ensure compliance with all of the District's governmental requirements.		
WHA develops financing programs, administers the issuance of tax exempt bond		
financings, operates and maintains the assets of the community.		
Legal		15,000
General counsel and legal representation, which includes issues relating to public		
finance, public bidding, rulemaking, open meetings, public records, real property		
dedications, conveyances and contracts.		4 000
Engineering		1,000
The District's Engineer will provide construction and consulting services, to assist the		
District in crafting sustainable solutions to address the long term interests of the		
community while recognizing the needs of government, the environment and		
maintenance of the District's facilities.		4 700
Audit*		4,700
Statutorily required for the District to undertake an independent examination of its books,		
records and accounting procedures.		500
Arbitrage rebate calculation*		500
To ensure the District's compliance with all tax regulations, annual computations are		
necessary to calculate the arbitrage rebate liability.		
Dissemination agent*		1,000
The District must annually disseminate financial information in order to comply with the		
requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell,		
Hunt & Associates serves as dissemination agent.		
Trustee*		4,500
Annual fee for the service provided by trustee, paying agent and registrar.		
EMMA software system*		2,000
EMMA filing assistance softeware service license agreement with Discolsure		
Technology Services, LLC.		
Telephone		200
Telephone and fax machine.		
Postage		500
Mailing of agenda packages, overnight deliveries, correspondence, etc.		
Printing & binding		500
Letterhead, envelopes, copies, agenda packages		
Legal advertising		3,500
The District advertises for monthly meetings, special meetings, public hearings, public		
bids, etc.		
EXPENDITURES (continued)		
Annual special district fee		175
Annual fee paid to the Florida Department of Economic Opportunity.		
Insurance		5,500
The District will obtain public officials and general liability insurance.		-,
Contingencies/bank charges		750
Bank charges and other miscellaneous expenses incurred during the year and		. 00
automated AP routing etc.		
•		705
Website hosting & maintenance Website ADA compliance		705 210
	•	
Total expenditures	\$	89,601

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT SPECIAL REVENUE FUND 1 BUDGET FISCAL YEAR 2026

	Fiscal Year 2025									
	Adopted Budget		Adopted Actual		Projected		Total Actual		Proposed	
			Budget through		throu	through		&		get
	FY 2	025	2/28/2	2025	9/30/2025		Projected		FY 2026	
REVENUES										<u></u>
Landowner contribution: Richland	\$		\$		\$	-	\$		\$	
Total revenues					-					
EXPENDITURES										
Field operations										
Landscape maintenance		-		-		-		-		-
Tree/plant replacement		-		-		-		-		-
Irrigation repairs		-		-		-		-		-
Irrigation water		-		-		-		-		-
Electric										
Irrigation		-		-		-		-		-
Streetlights		-		-		-		-		-
Property appraiser										
Total field operations										
Total expenditures										
Excess/(deficiency) of revenues										
over/(under) expenditures		-		-		-		-		-
Fund balance - beginning (unaudited) Fund balance - ending (projected)										
Unassigned										
Fund balance - ending	\$	-	\$	-	\$	-	\$	-	\$	-

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF SPECIAL REVENUE FUND 1 EXPENDITURES

EXPENDITURES

Landscape maintenance	
Tree/plant replacement	-
Irrigation repairs	-
Irrigation water	-
Electric	
Irrigation	-
Streetlights	-
Total expenditures	\$ -

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT SPECIAL REVENUE FUND 2 BUDGET FISCAL YEAR 2026

	Fiscal Year 2025								
	Adopted		Actual		Projected		Total Actual		Proposed
	Budget		through		through		8	×	Budget
	FY 2	025	2/28/2	2025	9/30/2025		Projected		FY 2026
REVENUES									
Landowner contribution: Lennar	\$		\$	-	\$	-	\$	-	\$ 124,130
Total revenues		-		-		_		-	124,130
EXPENDITURES									
Field operations									
Pond bank maintenance		-		-		-		-	10,000
Aquatic maintenance		-		-		-		-	5,350
Slope and sod repair		-		-		-		-	2,000
Storm system cleaning		-		-		-		-	5,000
Electric									
Streelights		-		-		-		-	101,780
Property appraiser		-							
Total field operations		-							124,130
Total expenditures									124,130
Excess/(deficiency) of revenues									
over/(under) expenditures		-		-		-		-	-
Fund balance - beginning (unaudited)									
Fund balance - ending (projected)		_		_		_		_	
Unassigned	,								
Fund balance - ending	\$		\$		\$		\$		\$ -

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF SPECIAL REVENUE FUND 2 EXPENDITURES

EXPENDITURES

Pond bank maintenance	10,000
Aquatic maintenance	5,350
Slope and sod repair	2,000
Storm system cleaning	5,000
Electric	
Streelights	101,780
Property appraiser	-
Total expenditures	\$124,130

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT SPECIAL REVENUE FUND 3 BUDGET FISCAL YEAR 2026

	Fiscal Year 2025									
	Adopted		Actual		Projected		Total Actual		Proposed	
	Budget		through		through		&		Bud	get
	FY 2	025	2/28/2025		9/30/2025		Projected		FY 2	026
REVENUES										
Landowner contribution: Stanley Martin	\$		\$		\$	-	\$	-	\$ 4,	,250
Total revenues		_		_		-		-	4,	,250
EVENDITUDES										
EXPENDITURES										
Field operations										
Landscape maintenance		-		-		-		-	1,	,500
Irrigation repairs		-		-		-		-		-
Irrigation water		-		-		-		-		250
Electric										
Irrigation		-		-		-		-		,500
Streetlights		-		-		-		-	1,	,000
Property appraiser		-				-		-	·-	-
Total field operations						-				250
Total expenditures		-				-			4	,250
Excess/(deficiency) of revenues										
over/(under) expenditures		-		-		-		-		-
Fund balance - beginning (unaudited)		_		_		_		_		_
Fund balance - beginning (unaddited) Fund balance - ending (projected)	•				•		•			
Unassigned		_		_		_		_		_
Fund balance - ending	\$	<u> </u>	\$	-	\$		\$	_	\$	<u> </u>
r and balance - chaing	Ψ		Ψ		Ψ		Ψ		Ψ	

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF SPECIAL REVENUE FUND 3 EXPENDITURES

EXPENDITURES

Landscape maintenance	1,500
Irrigation repairs	-
Irrigation water	250
Electric	
Irrigation	1,500
Streetlights	1,000
Property appraiser	-
Total expenditures	\$ 4,250

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT SPECIAL REVENUE FUND 4 BUDGET FISCAL YEAR 2026

	Fiscal Year 2025									
	Ador Bud FY 2	get	Actu throu 2/28/2	ıgh	Project throu 9/30/2	gh	Total <i>A</i> & Proje		Propo Budg FY 2	get
REVENUES										
Landowner contribution: Tripointe Total revenues	\$		\$		\$	<u>-</u>	\$		\$	<u>-</u>
EXPENDITURES Field operations										
Total field operations Total expenditures						<u>-</u>		<u>-</u>		<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures		-		-		-		-		-
Fund balance - beginning (unaudited) Fund balance - ending (projected) Unassigned		<u>-</u>				<u>-</u>		<u>-</u>		<u>-</u>
Fund balance - ending	\$		\$		\$		\$		\$	

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF SPECIAL REVENUE FUND 4 EXPENDITURES

EXPENDITURES

Total expenditures \$ -

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sugarloaf Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT:

- 1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.
- 2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:	SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2025	Regular Meeting	11:00 AM
November 24, 2025	Regular Meeting	11:00 AM
December 22, 2025	Regular Meeting	11:00 AM
January 26, 2026	Regular Meeting	11:00 AM
February 23, 2026	Regular Meeting	11:00 AM
March 23, 2026	Regular Meeting	11:00 AM
April 27, 2026	Regular Meeting	11:00 AM
May, 2026	Regular Meeting	11:00 AM
June 22, 2026	Regular Meeting	11:00 AM
July 27, 2026	Regular Meeting	11:00 AM
August 24, 2026	Regular Meeting	11:00 AM
September 28, 2026	Regular Meeting	11:00 AM

Exception

^{*}The May meeting date is on the Memorial Day Holiday

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Sugarloaf Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. **RECITALS.** The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of May, 2025.

ATTEST:	SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

<u>Exhibit A</u> Statewide Mutual Aid Agreement





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), Florida Statutes.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the <u>Division approved documents SharePoint site</u>.

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D





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Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





Ron DeSantis, Governor

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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





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Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





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Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required <u>FDEM forms</u> for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA
By: Clerk or Deputy Clerk	By:
	Date:Approved as to Form:
	By: County Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	City Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA	
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
COUNTY OR CITY FIRE DEPARTMENT/DIS	TRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for Entity





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

DIVISION OF EMERGENCY MANAGEMEN	Т
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
	SCHOOL DISTRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES OF
	STATE COLLEGE, COMMUNITY COLLEGE, or STATE OF FLORIDA
	BOARD OF TRUSTEES OF
	UNIVERISTY, STATE OF FLORIDA
By:	Ву:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or	Date:
Ian Guidicelli, Authorized Designee	
	SPECIAL DISTRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES
	OFAUTHORITY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
ATTEST:	TRIBAL COUNCIL OF THE TRIBE OF FLORIDA
Ву:	By:
Council Clerk	Chairman
	Date:
	Approved as to Form:
	Ву:
	Attorney for Council





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA	
By:	
	Date: 05/09/2025 Approved as to Form:
	By: Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require at Reimbursement process requirements.	ccess	to the DEMES Mutual Ald System for FDEM



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO					
WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and					
WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and					
WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and					
NOW, THEREFORE, be it resolved by					
that in order to					
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.					
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which					
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.					
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY:					
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY: DATE:					
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY:					
event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY: DATE: I certify that the foregoing is an accurate copy of the Resolution adopted by					

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-04

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

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

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

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

Section 1.	The District's local records	s office shall be located at:
Section 2.	This Resolution shall take	effect immediately upon adoption.
PASSED AND	ADOPTED this day of	, 2025.
ATTEST:		SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT
	Secretary	Chair/Vice Chair, Board of Supervisors

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

9

TraceAir Quotation

1700 Westlake Ave N, Suite 200, , WA 98109, US

Phone: 209-318-1999 Fax:

Email:

Lennar, Orlando

Ship To

Bill To

Q-01707

Feb 10, 2025

Mar 12, 2025

Quote #:

Expires On:

Date:

6675 Westwood Boulevard, 5th Floor 6675 Westwood Boulevard, 5th Floor

Orlando, FL 32821 Orlando, FL 32821 United States United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Todd Brown	х	t.brown@traceair.net		Net 30

Lennar, Orlando

QTY	Product Name	DESCRIPTION	UNIT PRICE	Frequency	EXTENDED
	Ivaille				
1	Project Set Up Fee - Silver	Includes setting up the site in the system for Silver Scans. Uploading of the initial project documentation. Processing test flights to adjust the settings, if required. Initial user training.	\$635.00	NA	\$635.00
6	Silver Scans	Drone flyover. Processing of photos to create non-geo-referenced ortho-photo & digital elevation model. One 360 panorama per scan (location on customer's choice). Software, hosting and support included.	\$1,240.00	Monthly	\$7,440.00
				TOTAL:	\$8,075.00

Terms	Q.	Con	dit	ione	
Terms	~	L.On	MIT	ions	

Signature:		Effective Date:	 <u>/</u>
Name (Print):		Title:	

Please sign and email to Todd Brown at t.brown@traceair.net

THANK YOU FOR YOUR BUSINESS!

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A



Kutak Rock LLP

107 West College Avenue, Tallahassee, FL 32301-7707 office 850.692.7300

Tucker F. Mackie Tucker.Mackie@kutakrock.com

February 19, 2025

St. Johns River Water Management District 2501 S. Binion Road Apopka, Florida 32703

Re: Project Name: Whispering Winds at Sugarloaf Mountain Parcel B Pods B5 & B7 Project/Application No. 103421-10

To Whom It May Concern,

The St. Johns River Water Management District ("WMD") has requested confirmation of the intended maintenance entity for the surface water management system (the "System") within the Sugarloaf Community Development District ("CDD"). Please accept this letter as acknowledgement that the CDD is intended to be the responsible entity for the operation and maintenance of the System in perpetuity.

It is further acknowledged that, the CDD:

- A. Has obtained circuit court validation of the CDD's power to finance, own, operate and maintain the System; and
- B. Will own, operate, maintain and manage the System in a manner consistent with the WMD permit requirements and applicable WMD rules, and shall assist in the enforcement of any rules or laws which relate to the System; and
- C. Will levy and collect adequate special assessments against the landowners of the CDD for the costs of maintenance and operation of the System; and
- D. In the event of the dissolution of the CDD, transfer the responsibility for the operation and maintenance of the System to an entity which would comply with the rules and regulations of the WMD, and be approved by the WMD prior to such dissolution; and
- E. Will obtain a fee simple property interest or non-exclusive easement over all areas of the System for the purpose of access, operation, maintenance, repair and drainage. No person will be authorized to alter the drainage flow of the System, including wetland conservation upland buffer areas or swales, without the prior written approval of the WMD and the CDD; and

KUTAKROCK

Page 2

- F. Will not alter the surface water management system, beyond maintenance in its original condition, except as authorized by the WMD; and
- G. Will recognize that, to the extent authorized by law, the WMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in any rule, permit, ordinance, or law which relates to the maintenance, operation and repair of the System.

Please feel free to contact me with any questions. Thank you for your consideration.

Sincerely,

Tucker F. Mackie

Jun Juna

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B



Kutak Rock LLP

107 West College Avenue, Tallahassee, FL 32301-7707 office 850.692.7300

Tucker F. Mackie Tucker.Mackie@kutakrock.com

April 29, 2025

St. Johns River Water Management District 2501 S. Binion Road Apopka, Florida 32703

Re: Project Name: Pine Ridge at Sugarloaf Mountain Parcel B Pods B2 & B9 Construction Plans Project/Application No. 103421-11

To Whom It May Concern,

The St. Johns River Water Management District ("WMD") has requested confirmation of the intended maintenance entity for the surface water management system (the "System") within the Sugarloaf Community Development District ("CDD"). Please accept this letter as acknowledgement that the CDD is intended to be the responsible entity for the operation and maintenance of the System in perpetuity.

It is further acknowledged that, the CDD:

- A. Has obtained circuit court validation of the CDD's power to finance, own, operate and maintain the System; and
- B. Will own, operate, maintain and manage the System in a manner consistent with the WMD permit requirements and applicable WMD rules, and shall assist in the enforcement of any rules or laws which relate to the System; and
- C. Will levy and collect adequate special assessments against the landowners of the CDD for the costs of maintenance and operation of the System; and
- D. In the event of the dissolution of the CDD, transfer the responsibility for the operation and maintenance of the System to an entity which would comply with the rules and regulations of the WMD, and be approved by the WMD prior to such dissolution; and
- E. Will obtain a fee simple property interest or non-exclusive easement over all areas of the System for the purpose of access, operation, maintenance, repair and drainage. No person will be authorized to alter the drainage flow of the System, including wetland conservation upland buffer areas or swales, without the prior written approval of the WMD and the CDD; and

KUTAKROCK

Page 2

- F. Will not alter the surface water management system, beyond maintenance in its original condition, except as authorized by the WMD; and
- G. Will recognize that, to the extent authorized by law, the WMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in any rule, permit, ordinance, or law which relates to the maintenance, operation and repair of the System.

Please feel free to contact me with any questions. Thank you for your consideration.

Sincerely,

Tucker F. Mackie

Jun Juna

SUGARLOAF

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

SUGARLOAF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MARCH 31, 2025

			Debt		Total	
	General		Service		Governmental	
		Fund	Fund		Funds	
ASSETS						_
Cash	\$	3,449	\$	-	\$	3,449
Due from Landowner		44,228		468		44,696
Total assets	\$	47,677	\$	468	\$	48,145
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	\$	29,004	\$	468	\$	29,472
Landowner advance		6,000		-		6,000
Due to Landowner		-		3,643		3,643
Tax payable		61		_		61
Total liabilities		35,065		4,111		39,176
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts		44,228		_		44,228
Total deferred inflows of resources	-	44,228				44,228
Total actorica lillows of resources	-	77,220				77,220
Fund balances:						
Restricted for:						
Unassigned		(31,616)		-		(31,616)
Total fund balances		(31,616)		(3,643)		(35,259)
		<u>, , , , , , , , , , , , , , , , , , , </u>		<u> </u>		
Total link little and defended inflammed in security						
Total liabilities, deferred inflows of resources	φ	47.077	ф	400	ው	40 445
and fund balances	<u>*</u>	47,677	\$	468	\$	48,145
Total liabilities and fund balances	\$	47,677	\$	468	\$	48,145

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED MARCH 31, 2025

REVENUES	Current Month	Year to Date	Budget	% of Budget
Landowner contribution	\$ 2,539	\$ 10,704	\$ 82,240	13%
Total revenues	2,539	10,704	82,240	13%
EXPENDITURES				
Professional & administrative				
Supervisors	-	431	-	N/A
Management/accounting/recording	1,000	6,000	48,000	13%
Legal	-	15,689	15,000	105%
Engineering	-	1,625	1,000	163%
Audit	-	-	4,700	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Telephone	17	100	200	50%
Postage	-	17	500	3%
Printing & binding	42	250	500	50%
Legal advertising	-	473	3,500	14%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	90	618	750	82%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance			210	0%
Total expenditures	1,149	30,578	82,240	37%
Excess/(deficiency) of revenues				
over/(under) expenditures	1,390	(19,874)	-	
Net change in fund balances	1,390	(19,874)	-	
Fund balances - beginning	(33,006)	(11,742)		
Fund balances - ending	\$ (31,616)	\$ (31,616)	\$ -	

^{*}These items will be realized when bonds are issued

^{**} These items will be realized the year after the issuance of bonds.

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues		
EXPENDITURES		
Debt service		
Legal fees	<u></u> _	468
Total expenditures		468
Excess/(deficiency) of revenues		
over/(under) expenditures	-	(468)
Fund balances - beginning	(3,643)	(3,175)
Fund balances - ending	\$ (3,643)	\$ (3,643)

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

1 2		MINUTES OF MEETING SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT						
3								
4		The Board of Supervisors of the Sugarloaf Community Development District held a						
5	Regu	lar Meeting on January 27, 2025 at 11:0	0 a.m., or as soon thereafter as the matter could					
6	be heard, at the City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715.							
7		Present:						
8								
9		Matthew Young	Chair					
10		Matt Cuarta	Vice Chair					
11		James Dunn	Assistant Secretary					
12		Curt Wilkinson (via telephone)	Assistant Secretary					
13		Rob Bonin	Assistant Secretary					
14								
15		Also present:						
16								
17		Daniel Rom	District Manager					
18		Kristen Thomas (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)					
19		Kyle Magee (via telephone)	District Counsel					
20								
21	FIRST	FORDER OF BUSINESS	Call to Order/Roll Call					
22 23		Mr. Rom called the meeting to order a	at 11:02 a.m. Supervisors Young, Cuarta and Dunn					
		_	,					
24	and S	Supervisor-Elect Bonin were present. Sup	ervisor Wilkinson attended via telephone.					
25								
26	SECO	OND ORDER OF BUSINESS	Public Comments					
27								
28		No members of the public spoke.						
29								
30	THIR	D ORDER OF BUSINESS	Administration of Oath of Office to Newly					
31			Elected Supervisor Patrick "Rob" Bonin					
32			[Seat 5] (the following to be provided in					
33			separate package)					
34								
35		Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of						
36	Offic	e to Mr. Patrick "Rob" Bonin. Mr. Bonin is	s familiar with the following:					
37	A.	Required Ethics Training and Disclosur	re Filing					
38		Sample Form 1 2023/Instruction	ons					
39	В.	Membership, Obligations and Respon	sibilities					
40	C.		ode of Ethics for Public Officers and Employees					
			• •					

	SUGA	RLOAF CDD	DRAFT January 27, 2025				
41	D.	Form 8B: Memorandum of Voting	Conflict for County, Municipal and other Local				
42		Public Officers					
43							
44 45 46 47	FOUR	TH ORDER OF BUSINESS	Ratification of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date				
48		Mr. Rom presented Resolution 2025	-02. The slate was as follows:				
49		Chair	Matthew Young				
50		Vice Chair	Matt Cuarta				
51		Assistant Secretary	Curt Wilkinson				
52		Assistant Secretary	James Dunn				
53		Assistant Secretary	Rob Bonin				
54		No other nominations were made.					
55		The following prior appointments by	the Board remain unaffected by this Resolution:				
56		Craig Wrathell	Secretary				
57		Daniel Rom	Assistant Secretary				
58		Kristen Thomas	Assistant Secretary				
59		Craig Wrathell	Treasurer				
60		Jeff Pinder	Assistant Treasurer				
61							
62 63 64 65 66			econded by Mr. Cuarta, with all in favor, I Removing Officers of the District and ratified.				
67 68 69 70 71 72	FIFTH	ORDER OF BUSINESS	Consideration of Resolution 2025-04, Designating the Location of the Local District Records Office and Providing an Effective Date				
73 74		This item was deferred.					
75 76 77	SIXTH	ORDER OF BUSINESS	Acceptance of Unaudited Financial Statements as of December 31, 2024				

	SUGA	RLOAF CDD	DRAFT	January 27, 2025		
78	On MOTION by Mr. Young and seconded by Mr. Dunn, with all in favor, the					
79 80	, ,					
81						
82	SEVE	NTH ORDER OF BUSINESS		iber 9, 2024 Regular		
83 84			Meeting Minutes			
85		On MOTION by Mr. Dunn and s	econded by Mr. Bonin, with a	all in favor, the		
86		December 9, 2024 Regular Meetin	ng Minutes, as presented, were	approved.		
87 88						
89 90	EIGHT	TH ORDER OF BUSINESS	Staff Reports			
91	A.	District Counsel: Kutak Rock LLP				
92		Mr. Magee stated the Public Hear	ings before the County and City	are both scheduled in		
93	Febru	February. No issues are expected.				
94	В.	District Engineer: Poulos & Benne	tt, LLC			
95		There was no report.				
96	c.	District Manager: Wrathell, Hunt	and Associates, LLC			
97	NEXT MEETING DATE: February 24, 2025 at 11:00 AM					
98		O QUORUM CHECK				
99		The next meeting will be held on F	ebruary 24, 2025, unless cance	lled.		
100						
101 102	NINTI	H ORDER OF BUSINESS	Board Members' Cor	nments/Requests		
103		Mr. Bonin discussed having Trace	Air perform a drone scan. He	will send a proposal to		
104	the District Manager to disseminate to the Board and to be included on the next agenda.					
105	Discussion ensued regarding the frequency of the drone scans, use to document					
106	const	ruction progress and other uses, obt	aining a proposal, etc.			
107						
108	TENT	H ORDER OF BUSINESS	Public Comments			
109 110		No members of the public spoke.				
111		members of the public spoke.				
112	FLFVF	ENTH ORDER OF BUSINESS	Adjournment			
113	L V L		Aujournment			
114	On MOTION by Mr. Young and seconded by Mr. Dunn, with all in favor, the					
115		meeting adjourned at 11:08 a.m.				

	SUGARLOAF CDD	DRAFT	January 27, 2025
116			
117			
118			
119			
120	Secretary/Assistant Secretary	Chair/Vice Chair	

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

SUGARLOAF COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2024 CANCELED	Regular Meeting	11:00 AM
November 5, 2024	Landowners' Meeting	9:00 AM
November 3, 2024	Landowners Weeting	9.00 AIVI
November 25, 2024	Regular Meeting	11:00 AM
rescheduled to December 9, 2024	g g	
December 9, 2024	Regular Meeting	1:00 PM
Davids 22 2024 CANOTIED	Dec les Marchine	44.00.414
December 23, 2024 CANCELED	Regular Meeting	11:00 AM
January 27, 2025	Regular Meeting	11:00 AM
January 27, 2020	negarar meeting	11.00 / 11.1
February 24, 2025 CANCELED	Regular Meeting	11:00 AM
March 24, 2025 CANCELED	Regular Meeting	11:00 AM
April 28, 2025	Regular Meeting	11:00 AM
rescheduled to May 9, 2025	Presentation of FY2026 Proposed Budget	
May 9, 2025	Regular Meeting	10:00 AM
, 0, 2020	Presentation of FY2026 Proposed Budget	
May 26, 2025	Regular Meeting	11:00 AM
June 23, 2025	Regular Meeting	11:00 AM
July 28, 2025	Regular Meeting	11:00 AM
July 23, 2023	regular Meeting	II.OU AIVI
August 25, 2025	Regular Meeting	11:00 AM
September 22, 2025	Regular Meeting	11:00 AM