



**LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

**GLADES COUNTY
REGULAR BOARD MEETING
DECEMBER 20, 2023
2:00 P.M.**

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

www.lakefrontestatescdd.org

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT DISTRICT
Community Building
30086 E. State Road 78
Okeechobee, Florida 34974
REGULAR BOARD MEETING
December 20, 2023
2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Administer Oath of Office and Review Board Member Duties and Responsibilities
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
 - 1. August 24, 2023 Regular Board Meeting & Public Hearing’s.....Page 2
- H. Old Business
- I. New Business
 - 1. Consider Resolution No. 2023-29 – Adopting a Fiscal Year 2022/2023 Amended Budget.....Page 8
 - 2. Consider Approval of Bond Financing Team Funding Agreement.....Page 12
 - 3. Consider Approval of Preliminary Engineer’s Report.....Page 17
 - 4. Consider Approval of Master Special Assessment Methodology Report.....Page 196
 - 5. Consider Resolution No. 2023-30 – Authorizing the Issuance of Bonds.....Page 210
 - 6. Consider Resolution No. 2022-31 – Declaring Assessments.....Page 307
 - 7. Consider Resolution No. 2023-32 – Setting a Public Hearing on Assessments.....Page 310
- J. Auditor Selection Committee
 - 1. Ranking of Proposals/Consider Selection of an Auditor.....Page 312
- K. Administrative Matters
- L. Board Members Comments
- M. Adjourn

INDEPENDENT NEWSMEDIA INC. USA

Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief** of the **Lake Okeechobee News**, a weekly newspaper published in **Okeechobee County, Florida**; that the attached copy of advertisement, being a **Public Notice** in the matter of

Public Notice

in the **19th Judicial District of the Circuit Court of Okeechobee County, Florida**, was published in said newspaper in the issues of

08/30/23

(Print Dates)

or by publication on the newspaper's website, if authorized, on

08/30/23, 08/31/23, 09/01/23, 09/02/23, 09/03/23, 09/04/23, 09/05/23, 09/06/23

(Website Dates)

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

**LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 & 2023/2024
REGULAR MEETING SCHEDULES**

NOTICE IS HEREBY GIVEN The Board of Supervisors of the Lakefront Estates Community Development District will hold their regular meetings for Fiscal Years 2022/2023 & 2023/2024 at 2:00 p.m. at the Buckhead Ridge Community Building located at 30086 E. State Road 78, Okeechobee, Florida 34974, on the following dates:

September 12, 2023
October 18, 2023
November 15, 2023
December 20, 2023
January 17, 2024
February 21, 2024
March 19, 2024
April 17, 2024
May 15, 2024
June 19, 2024
July 17, 2024
August 21, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the Agendas for any of the meetings may be obtained from the District's website at www.lakefrontestatescdd.org or by contacting the District Manager at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Meetings may be cancelled from time to time without advertised notice.

District Manager
LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT
www.lakefrontestatescdd.org
611847 LON 8/30/2023


Katrina Elsken Muros

Sworn to and subscribed before me by means of
 Physical Presence Online Notarization
physical presence or online notarization, this
30th day of August, 2023.




(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

**LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARINGS & REGULAR BOARD MEETING
AUGUST 24, 2023**

A. CALL TO ORDER

The August 24, 2023, Regular Board Meeting of the Lakefront Estates Community Development District (the “District”) was called to order at 12:37 p.m. in the Community Building located at 30086 E. State Road 78, Okeechobee, Florida 34974

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Lake Okeechobee News* on August 2, 2023, and August 9, 2023, as legally required.

C. SEAT NEW BOARD MEMBERS (FROM ORDINANCE)

D. ADMINISTER OATHS OF OFFICE

E. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Dovber Blasberg (Dubi), Menachen Raksin, Matthew Meisels and Chaim Meisels

Also in attendance were District Manager Michelle Krizen of Special District Services, Inc.; District Manager Todd Wodraska of Special District Services, Inc. (via phone); and District Counsel Wes Haber of Kutak Rock (via phone).

Also present was Jessica Lee (via phone).

F. CONSIDER RESOLUTION NO. 2023- – DESIGNATING OFFICERS

Resolution No. 2023-23 was presented, entitled:

RESOLUTION 2023-23

**A RESOLUTION OF THE LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A
CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT
SECRETARIES, A TREASURER AND AN ASSISTANT
TREASURER OF THE WINDING CYPRESS COMMUNITY
DEVELOPMENT DISTRICT, AND PROVIDING FOR AN
EFFECTIVE DATE**

A **motion** was made by Mr. Blasberg, seconded by Mr. Raksin and unanimously passed adopting Resolution No. 2023-23, electing the following Officers of the District:

- Chairman: Dovber Meisels
- Vice Chairman: Menachem Raksin
- Secretary: Michelle Krizen
- Treasurer/Assistant Treasurer: Michelle Krizen
- Assistant Secretaries: Chaim Meisels, Matthew Meisels, Jason Weg

G. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were comments from the public for items not on the agenda.

I. APPROVAL OF MINUTES

1. May 24, 2023, Organizational Meeting

A motion was made by Mr. Raksin, seconded by Mr. Blasberg and passed unanimously approving the minutes of the May 24, 2023, Organizational Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing on the Fiscal Year 2022/2023 Final Budget was opened.

J. PUBLIC HEARING – FISCAL YEAR 2022/2023 FINAL BUDGET

1. Proof of Publication

Proof of publication was presented which showed that notice of the Public Hearing on the Fiscal Year 2022/2023 Final Budget had been published in the *Lake Okeechobee News* on August 2, 2023, and August 9, 2023, as legally required.

2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget

There was no public comment on the Fiscal Year 2022/2023 Final Budget.

3. Consider Resolution No. 2023-24– Adopting a Fiscal Year 2022/2023 Final Budget

Resolution No. 2023-24 was presented, entitled:

RESOLUTION 2023-24

**THE ANNUAL APPROPRIATION RESOLUTION OF THE LAKEFRONT
ESTATES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”)
RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE**

**BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023;
AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN
EFFECTIVE DATE.**

A **motion** was made by Mr. Blasberg, seconded by Mr. Raksin and passed unanimously adopting Resolution No. 2023-24, as presented.

The Public Hearing on the Fiscal Year 2022/2023 Final Budget was closed and the Public Hearing on the Fiscal Year 2023/2024 Final Budget was opened.

K. PUBLIC HEARING – FISCAL YEAR 2023/2024 FINAL BUDGET

1. Proof of Publication

Proof of publication was presented which showed that notice of the Public Hearing on the Fiscal Year 2023/2024 Final Budget had been published in the *Lake Okeechobee News* on August 2, 2023, and August 9, 2023, as legally required.

2. Receive Public Comment on Fiscal Year 2023/2024 Final Budget

There was no public comment on the Fiscal Year 2023/2024 Final Budget.

3. Consider Resolution No. 2023-25 – Adopting a Fiscal Year 2023/2024 Final Budget

Resolution No. 2023-25 was presented, entitled:

RESOLUTION 2023-25

**THE ANNUAL APPROPRIATION RESOLUTION OF THE LAKEFRONT
ESTATES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”)
RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE
BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND
ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS;
AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Blasberg, seconded by Mr. Raksin and passed unanimously adopting Resolution No. 2023-25, as presented.

The Public Hearing on Fiscal Year 2023/2024 Final Budget was then closed and the Public Hearing on Authorizing the District’s Intent to Use of the Uniform Method of Collection was opened.

**L. PUBLIC HEARING – AUTHORIZING THE DISTRICT’S INTENT TO USE OF THE
UNIFORM METHOD OF COLLECTION**

1. Proof of Publication

Proof of publication was presented which showed that notice of the Public Hearing Authorizing the District’s Intent to Use Uniform Method of Collection had been published in the *Lake Okeechobee News* on July 26, 2023, August 2, 2023, August 9, 2023, and August 16, 2023, as legally required.

2. Receive Public Comment on the Use of the Uniform Method of Collection

There was no public comment on the District’s Intent to Use the Uniform Method of Collection.

3. Consider Resolution No. 2023-26 – Adopting the Uniform Method of Collection

Resolution No. 2023-26 was presented, entitled:

RESOLUTION 2023-26

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Mr. Blasberg, seconded by Mr. Raksin and passed unanimously adopting Resolution No. 2023-26, as presented.

The Public Hearing on the District’s Intent to Use the Uniform Method of Collection was closed and the Regular Board Meeting was reconvened.

M. OLD BUSINESS

There were no Old Business items to come before the Board.

N. NEW BUSINESS

1. Consider Selection of Newlines Land Consultants, Steve Dobbs as District Engineer

There was only one response to the RFQ from Newlines Land Consultants, Steve Dobbs. Mr. Dobbs is currently the Interim Engineer.

A **motion** was made by Mr. Raksin, seconded by Mr. Blasberg and passed unanimously selecting Newlines Land Consultants, Steve Dobbs as the District’s Engineer.

2. Consider Resolution No. 2023-27 – Adopting a Fiscal Year 2023/2024 Meeting Schedule

Resolution No. 2023-27 was presented, entitled:

RESOLUTION NO. 2023-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT,

ESTABLISHING A REGULAR MEETING SCHEDULE FOR THE FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Raksin, seconded by Mr. Blasberg and passed unanimously adopting Resolution No. 2023-27, as presented.

3. Consider Resolution No. 2023-28 – Authorizing Electronic Approvals and Checks Signers

Resolution No. 2023-28 was presented, entitled:

RESOLUTION NO. 2023-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; TODD WODRASKA, MICHELLE KRIZEN, JASON PIERMAN, PATRICIA LASCASAS AND DOVBER BLASBERG (DUBI) AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE. AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Blasberg, seconded by Mr. Raskin and passed unanimously adopting Resolution No. 2023-28, as presented.

4. Consider Appointment of Audit Committee and Approval of Evaluation Criteria

5. Discussion Regarding Required Ethics Training

Mr. Haber provided an overview of the upcoming Ethics Training requirements of 4 hours annually. A Sunshine and Public Records overview was also provided. All e-mails pertaining to the CDD are a matter of public record and can be requested. The Board cannot discuss matters with each other outside of Board Meetings. The Board requested e-mail addresses be set up for CDD use to help comply with the public record laws. Ms. Krizen will have those set up accordingly.

O. ADMINISTRATIVE MATTERS

Ms. Krizen advised that about two weeks prior to a meeting the Board Members will receive a message from Tricia LasCasas asking about agenda items and attendance. If you are not going to be able to attend that meeting, please be sure to let her know so we are able to obtain a quorum. One week before the meeting the Board will receive an e-mail with a link to the meeting booklet for review prior to the meeting. If you have any questions, please e-mail or call me and I will assist you.

There were no further Board Member comments.

Q. ADJOURNMENT

There being no further business to come before the Board, a motion was made by Mr. Blasberg, seconded by Mr. Raksin and passed unanimously adjourning the meeting at 1:02 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION NO. 2022-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Lakefront Estates Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 20th day of December, 2023.

ATTEST:

**LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Lakefront Estates
Community Development District

**Amended Final Budget For
Fiscal Year 2022/2023
May 24, 2023 - September 30, 2023**

CONTENTS

I AMENDED FINAL OPERATING FUND BUDGET

AMENDED FINAL BUDGET
LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2022/2023
MAY 24, 2023 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET 5/24/23 - 9/30/23	AMENDED FINAL BUDGET 5/24/23 - 9/30/23	YEAR TO DATE ACTUAL 5/24/23 - 9/29/23
REVENUES			
O & M Assessments	0	0	0
Developer Contribution	58,875	39,315	39,315
Debt Assessments	0	0	0
Interest Income	0	0	225
TOTAL REVENUES	\$ 58,875	\$ 39,315	\$ 39,540
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	0	0	0
Management	12,000	12,000	12,000
Legal	30,000	10,000	2,898
Assessment Roll	0	0	0
Audit Fees	0	0	0
Arbitrage Rebate Fee	0	0	0
Insurance	5,000	1,082	1,082
Legal Advertisements	5,000	3,500	1,563
Miscellaneous	1,500	1,500	710
Postage	200	80	70
Office Supplies	2,000	350	288
Dues & Subscriptions	175	100	100
Website Management	1,000	1,000	1,000
Trustee Fees	0	0	0
Continuing Disclosure Fee	0	0	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 56,875	\$ 29,612	\$ 19,711
Maintenance Expenditures			
Engineering/Inspections	2,000	0	0
Miscellaneous Maintenance	0	0	0
Field Operations	0	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 2,000	\$ -	\$ -
TOTAL EXPENDITURES	\$ 58,875	\$ 29,612	\$ 19,711
REVENUES LESS EXPENDITURES	\$ -	\$ 9,703	\$ 19,829
Bond Payments	-	-	-
BALANCE	\$ -	\$ 9,703	\$ 19,829
County Appraiser & Tax Collector Fee	-	-	-
Discounts For Early Payments	-	-	-
EXCESS/ (SHORTFALL)	\$ -	\$ 9,703	\$ 19,829

FUND BALANCE AS OF 9/30/22
FY 2022/2023 ACTIVITY
FUND BALANCE AS OF 9/30/23

\$0
\$9,703
\$9,703

BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement (the "Agreement") is made and entered into this 20th day of December, 2023, by and between:

Lakefront Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Glades County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410, (the "**District**"); and

Okeechobee Community Developers, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 5695 North East 174th Street, Miami, Florida 33162.

RECITALS

WHEREAS, the District was established by an ordinance adopted by Glades County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities and services.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

SECTION 2. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

SECTION 3. CAPITALIZATION. The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five

(5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

SECTION 4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

SECTION 5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney’s fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

SECTION 7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 9. NOTICES. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to District:** Lakefront Estates Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

- With a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

- B. If to Developer:** Okeechobee Community Developers, LLC
5695 North East 174th Street

Miami, Florida 33162

Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Glades County, Florida.

SECTION 13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

SECTION 14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**LAKEFRONT ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**OKEECHOBEE COMMUNITY
DEVELOPERS, LLC**

Witness

By: _____
Its: _____

ENGINEER'S REPORT

Prepared for:

LAKEFRONT ESTATES AT GLADES COUNTY COMMUNITY DEVELOPMENT DISTRICT

Prepared By:



Prepared by:

Steven L. Dobbs Engineering

1062 Jakes Way
Okeechobee, FL 34974

By: Steven L. Dobbs, PE
FL PE # 48134

October 2023

Project No. FL23028

**ENGINEERS REPORT
FOR
LAKEFRONT ESTATES AT GLADES COUNTY
COMMUNITY DEVELOPMENT DISTRICT**

TABLE OF CONTENTS

- 1. INTRODUCTION 5
 - 1.1. PURPOSE AND SCOPE..... 5
 - 1.2. REPORT QUALIFICATIONS..... 6
- 2. PROJECT DESCRIPTION 7
 - 2.1. RESIDENTIAL AND COMMERCIAL DEVELOPMENT 7
 - 2.2. COMMUNITY DEVELOPMENT DISTRICT 7
 - 2.3. PRELIMINARY PLAT 8
 - 2.4. THE PROJECT 8
 - 2.5. PROJECT LOCATION 10
 - 2.6. PROJECT BOUNDARY 10
 - 2.7. PROJECT PHASING 11
- 3. EXISTING CONDITIONS 11
 - 3.1. PROJECT ZONING..... 11
 - 3.2. DESCRIPTION OF EXISTING CONDITION 11
 - 3.3. SOIL CONDITIONS..... 12
 - 3.4. PROTECTION OF SENSITIVE RESOURCES APPROACH 12
- 4. PROPOSED PROJECT 14
 - 4.1. PROPOSED PROJECT INFRASTRUCTURE..... 14
 - 4.2. ONSITE ROADWAYS 14
 - 4.3. OFFSITE ROADWAY IMPROVEMENTS..... 14
 - 4.4. STORMWATER MANAGEMENT 14
 - 4.4.1. Computer Analyses..... 14
 - 4.4.3. Off-site Drainage 16
 - 4.4.4. Flood Plain Analysis 16
 - 4.4.5. Wetlands Impacts 16
 - 4.4.6. Nutrient Analysis 17

4.4.7. Soil Erosion and Sediment Control During Construction 17

4.4.8. Stormwater Management Conclusion 17

4.5. WATER SUPPLY FACILITIES 18

 4.5.1. Purveyor..... 18

 4.5.2. Water Distribution System 18

4.6. ELECTRIC SERVICE 19

4.7. TELEPHONE AND COMMUNICATIONS 19

4.8. SANITARY SEWERAGE FACILITIES 19

 4.8.1. Gravity Collection Systems 19

 4.8.2. Sanitary Pumping Stations. 19

 4.8.3. Sanitary Forcemains 20

 4.8.4. Wastewater Treatment Facilities..... 20

4.9. OFFSITE UTILITY IMPROVEMENTS 20

4.10. PERMITS AND APPROVALS 21

4.11. PROFESSIONAL FEES 21

5. ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST 22

 5.1. SUMMARY OF ORDER OF MAGNITUDE CONSTRUCTION COSTS.. 22

 5.2. OWNERSHIP, OPERATION AND MAINTENANCE RESPONSIBILITIES
 23

6. CONCLUSION..... 23

 6.1. SUMMARY 23

APPENDICES

APPENDIX 1 - DEVELOPMENT PLAN BY RISE ARCHITECTS

APPENDIX 2 - FIGURES

FIGURE 1 – LOCATION MAP

FIGURE 2 – ZONING MAP

FIGURE 3 – PROJECT BOUNDARY AND EXISTING CONDITIONS

FIGURE 4 – SOIL MAP

FIGURE 5 – DEVELOPMENT PLAN BY NEWLINES

FIGURE 6 – STORMWATER MANAGEMENT PLAN

FIGURE 7.1 – WATER MAIN ROUTE 78

FIGURE 7.2 - WATER DISTRIBUTION SYSTEM PLAN

FIGURE 8 – SANITARY SEWER SYSTEM PLAN

APPENDIX 3 - DOCUMENTS

ORDINANCE NO. 2022-11 LAKEFRONT ESTATES ZONING

ORDINANCE NO. 2023-7 LAKEFRONT CDD

DEVELOPER'S AGREEMENT

SFWMD APPROVAL LETTER

STATEMENT OF COSTS

APPENDIX 4 - PRELIMINARY PLAT

APPENDIX 5 - ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION
COSTS

1. INTRODUCTION

1.1. PURPOSE AND SCOPE

The Lakefront Estates Community Development District, herein referred to as the "District", is situated within the boundary of Lakefront Estates, herein referred to as the "Development", in unincorporated Glades County, Florida.

The purpose of

this Engineer's Report is to outline a capital improvement plan, herein referred to as the "Plan" and set forth an estimate of project costs.

Infrastructure associated with the capital improvement plan will be used solely for serving lands within the District boundary. Financing associated with a portion of the Project is expected to be in the form of one or more series of special assessment bonds to be issued by the District, herein referred to as the "Bonds". Any portion of the Project not financed with the Bonds will be constructed and conveyed to the District by the primary landowner, Okeechobee Community Developers, LLC or its successor or Assigns, herein referred to as the "Developer".

The Developer has petitioned the Glades County Commissioners to adopt an ordinance establishing the Lakefront Estates Community Development District pursuant to Chapter 190 of the Florida Statutes, and the Board of County Commissioners of Glades County, Florida, has adopted said petition by adoption of Ordinance No. 2023-7. A copy of Ordinance 2023 - 7 is included herewith in Appendix 3 – Documents.

Further, Developer has entered into a Developer's Agreement with the Board of Commissioners of Glades County, Florida, by document dated July 13, 2023, which sets forth certain Developer commitments and obligations

to provide Developer required improvements. A copy of Developer's Agreement is included herewith in Appendix 3 - Documents.

In accord with the Glades County Code of Ordinances Section 137-6, Improvement Agreement Developer shall provide assurance that all required improvements, including, but not limited to, storm drainage facilities, streets and highways, water and sewer lines. These improvements are described in detail in the Developer's Agreement.

Accordingly, the Project was designed meeting engineering and zoning requirements found in the PD Planned Development Ordinance Section 125-174, amended by the Project-specific Ordinance No. 2022-11. A copy of Ordinance No. 2022-11 is included herewith in Appendix C - Documents.

The projected total cost for improvements may be determined by estimate prepared by Developer's engineer and/or construction contracts. Construction contracts were utilized for the initial construction work which includes the Rt 78 highway entrance improvements, tough grading earthwork and stormwater basin construction. Engineering judgement, FDOT weighted prices and quotes from vendors were also utilized.

When the propose Development is to be organized as a Community Development District under provisions of F.S. Ch. 190, common facilities and property shall be conveyed to the Community Development District.

1.2. REPORT QUALIFICATIONS

The Project described herein is based upon the latest available project information at the time this report was prepared and follows the latest Master Development Plan is found in Appendix 1 – Development Plan.

2. PROJECT DESCRIPTION

2.1. RESIDENTIAL AND COMMERCIAL DEVELOPMENT

The Project will be a multi-phased, land development and subdivision project. The Project is located between SR 78 and Lake Okeechobee in Glades County Florida and the site is approximately 525 acres.

The Property is designated within the "Transition" future land use category per the Glades County Comprehensive Plan and is zoned Planned Development (PD). The Property was initially rezoned to the PD zoning district as the "Glenn Harvey PD" per Ordinance 2020-03, as amended by Ordinance 2022-11 and renamed "Lakefront Estates PD". A copy of Ordinance 2022-11 is included herewith in Appendix C - Documents.

The purpose of the Lakefront Estates PD is to provide for a mixed-use community, containing residential development with neighborhood commercial uses. The intent of the proposed development program is to provide a positive impact on Glades County and both current and prospective residents.

The current PD zoning approval allows for the development of up to 1,300 dwelling units (including single-family homes, single-family attached duplexes, townhouses, multiple-family buildings and hybrid dwelling types), not to exceed a gross density of 2.48 dwelling units per acre (du/acre). In addition to 25.57 acres of commercial use areas with a maximum Floor Area Ratio (FAR) of 0.3 are permitted.

2.2. COMMUNITY DEVELOPMENT DISTRICT

Per Ordinance 2023-7, the Lakefront Estates Community Development District (CDD) was established to maintain all requisite infrastructure for the project, including the on-site wetland preserves, roadways, and recreation tracts. A copy of Ordinance 2023-7 is included herewith in Appendix C - Documents.

2.3. PRELIMINARY PLAT

An updated Preliminary Plat was prepared by BSM & Associates Land Surveying Services printed October 18, 2023. Please see Preliminary Plat attached in Appendix 4.

2.4. THE PROJECT

The 525-acre development project will include a total of 1,300 residential dwelling units, two (2) schools, two (2) main shuls, four (4) Office buildings, two (2) shopping plazas, a warehouse, a medical building, an emergency vehicle garage, and a grocery store.

Infrastructure will include site entrances, internal circulation roadways, stormwater management facilities, sanitary sewerage facilities and water supply and distribution facilities.

The project will be constructed in phases. See Appendix 2 – Figures, Figure 5 – Development Plan, by Newlines.

A breakdown of component by phase is as follows:

Phase 1A

130 Single Family Homes

42 Duplex Units

24 Multi-Family Units

Shopping Plaza No. 1 – Retail 29,435 SF, Office 31,086 SF

Grocery Store – 33,400 SF

Boys School – 600 Students, 50 staff

Shul No. 1 – 500 Seats

Mikvah Phase 1 – 10 Occupants

Phase 1B

180 Single Family Homers

12 Duplex Units

234 Multi-family Units

Girl's School – 600 Students, 50 Staff

Shul Lot 1 - TBD

Phase 2

169 Single Family Homes

50 Duplex Units

Shopping Plaza No. 2 – Retail 29,767 SF, Office 29,767 SF

Four (4) Office Buildings – 4 x 18,225 SF = 72,900 SF

A Bank – 2,827 SF

Shul No. 2 - 500 Seats

Emergency Vehicle Garage - 2,164 SF

Phase 3

217 Single Family Lots

50 Duplex Units

Neighborhood Commercial, xx SF

Warehouse - 20,500 SF

Shul Lot 1 - TBD

Shul Lot 2 - TBD

Phase 4

170 Single Family Homes

8 Duplex Units

14 Multi-family Units

Medical Building - 37,960 SF

2.5. PROJECT LOCATION

See Location Map, Figure 1 in Appendix 2.

2.6. PROJECT BOUNDARY

The site is approximately 526.0 acres in size and is located in Sections 2, 3,3 and 4, Township 39 South, Range 34 East west and Sections 34 and 35, Township 38 South, Range 34 East south of SR78 and southwest of Buckhead Ridge west of Okeechobee (Parcel IDs A02-39-34-A00-0010-0000, A03-39-34-A00-0010-0000, A04-39-34-A00-0060-0000, A34-38-34-A00-0030-0000, and A35-38-34-A00-0060-0000).

Please see the Project Boundary and Existing Conditions figure found in Appendix 2 as Figure 3.

2.7. PROJECT PHASING

The developer proposed to construct this project in four (4) phases. Each phase will have a commercial and residential component. The phase breakdown is as follows:

Phase 1	360 Lots	173.8 Ac
Phase 2	330 Lots	113.5 Ac
Phase 3	280 Lots	106.4 Ac
Phase 4	330 Lots	106.2 Ac
<hr/>		
Total:	1,300 Lots	499.9 Ac

3. EXISTING CONDITIONS

3.1. PROJECT ZONING

The Project will be a Planned Community Development with individual and specific requirements.

The site is surrounded by compatible residential uses.

Please see the Zoning Map found in Appendix 2 – Figure 2.

3.2. DESCRIPTION OF EXISTING CONDITION

The site is currently being used as a beef cattle ranch.

3.3. SOIL CONDITIONS

The Soils Map for Glades County indicates that the majority of the soils in the area to be developed are Cypress Lake fine sand 0 to 2 percent slopes and Felda fine sand, frequently ponded, 0 to 2 percent slopes with the remainder being open water. Cypress Lake fine sand, frequently ponded, 0 to 2 percent slopes, which is poorly drained in undeveloped conditions and better drained with a drainage system, which we are proposing. The remainder is Felda Fine Sand 0 to 2 percent slopes, which is poorly drained in undeveloped and well drained in the developed condition.

The site has been well investigated below ground. There is an existing borrow pit on the eastern portion of the project with coquina shell 2 – 3' below ground. The owner has constructed several test holes from east to west and the profile is the same with coquina shell 2 – 3' below ground.

Please see Soils Map, found in Appendix 2 – Figure 4.

3.4. PROTECTION OF SENSITIVE RESOURCES APPROACH

Attention has been given to the environmental conditions on site. The freshwater wetlands and associated transition area buffers have been avoided to the best extent possible.

Strategic buffers to the development are placed around the perimeter.

	<u>GREEN AREA / OPEN SPACE</u>				<u>Total</u>
	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Phase 4</u>	<u>(Acres)</u>
<u>Wetlands</u>					
Count	3	-	4	5	
Area	22.09	-	8.76	5.87	36.72
<u>Basins</u>					
Count	3	1	2	1	
Area	34.94	19.46	15.02	9.13	78.55
<u>Parks</u>					
Count	4	3	-	-	
Area	2.645	2.376	-	-	5.02
<u>Green Space</u>					
Count	4	4	6	3	
Area	30.14	2.64	9.02	22.53	64.33

4. PROPOSED PROJECT

4.1. PROPOSED PROJECT INFRASTRUCTURE

All essential utilities are included with the Project.

4.2. ONSITE ROADWAYS

The Project parallels Tt 78 and as such, entrances along Rt 78 are designed are to be constructed.

The numerous interior roadways were designed utilizing FDOT standards.

4.3. OFFSITE ROADWAY IMPROVEMENTS

Said FDOT highway entrances will be constructed with appropriate turning lanes.

4.4. STORMWATER MANAGEMENT

4.4.1. Computer Analyses

Hydrologic and hydraulic designs were completed utilizing HydroCAD 10.20-2g Copyright © 2022 HydroCAD Software Solutions LLC.

The required number of storms to be evaluated varies depending on if the site discharges to a watershed with a positive outlet or not, this project has a positive outlet.

Because the project site is adjacent to the state Road 78 a FDOT analysis is required, the storms to be evaluated for the 3-Year, 5-Year, 10-Year, 25-Year, 50-Year and 100-Year storm recurrence frequencies:

For the short duration storms of 1-hour through 8-hour durations the source was FDOT Drainage Manual IDF curves, for durations of 24 hours or more two sources were used, Isohyetal Maps from the South Florida Water Management District 2020 Environmental Resource Permit

Information Manual and precipitation intensity from Hydrometeorological Design Studies Center Precipitation frequency data server.

The post-development drainage discharge to a proposed dry detention and then to the existing pond to the South, the pre-development drainage has the same final discharge.

The post-development runoff for a particular design storm (frequency and duration) was compared to the pre-development runoff of the same design storm to ensure no increase. To demonstrate conformance to this criterion, the proposed project was flood-routed using HydroCAD.

4.4.2. Collection and Conveyance

Gravity collection storm sewers were designed ranging in size from 12" dia. to 48" diameter.

ADS Pipe, Stormtech SC-310 retention fields were designed to detain and control runoff from the proposed commercial tracts.

Residential lot swales - Utilizing the largest drainage area to the swale (back yard and road swale) as 65% impervious, an analysis was completed to size the 18" connecting pipe at 0%, the modeled resulting is a peak elevation of 15.04', the swale bottom is 13.98 as this 18" pipe capacity allows to connect the swale system.

Roadway swales - Utilizing the same drainage areas from the WMD model, this considers any area upstream the road swale (commercial lots, residential lots and roads), an analysis was completed to size the 18" road swales culverts at 0%, the modeled resulting is that just an 18" pipe is enough to discharge the modeled peak discharge from the road control structure to the pond.

4.4.3. Off-site Drainage

The offsite flow from SR78 will be routed around this parcel to the east or west with no impact to SR 78.

4.4.4. Flood Plain Analysis

As shown on the FEMA Panel 12043C0070C and 12043C0250C, this project is located in Zone X of the flood plain. Zone X represents Areas of 0.2% annual chance of flood: areas of 1% annual chance of flood with average depths of less than 1 foot; or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance of flood. No flood plain compensation is required.

4.4.5. Wetlands Impacts

Utilizing the WMD model, an analysis was completed to calculate the discharge from the ponds to the connected wetlands and the discharge velocity, the resulting is that all the structures have been sized to discharge with non-erosive velocities, a 25-year-3-day event was utilized.

With the same model, but running a 5-year, 1-day storm event, a runoff analysis was made for the wetlands, the resulting is that the total runoff from the pre-development condition is reached due the pond control structures and the wetland adjacent runoff.

Predevelopment model utilize the wetland seasonal high-water elevation for the initial stages, while post-development models utilize the highest controlling elevation, connected wetlands utilize control structure grate elevation and unconnected wetlands utilize WSWT elevation.

4.4.6. Nutrient Analysis

The Project proposes to provide 150% of the required water quality treatment volume in the dry detention system in order to meet the nutrient removal requirements.

4.4.7. Soil Erosion and Sediment Control During Construction

Runoff and/or any water generated by short-term dewatering during construction shall be contained on-site. However, there is some potential for transport of sediment to off-site areas should heavy rainfall occur.

In order to reduce the potential of any off-site transport of sediment a temporary silt fence inside the southerly property line in the area of the proposed paving of the existing rock road and upstream of the existing control structure

Silt fence sediment shall be removed and the fence maintained until site work has been completed and the ground surface of the site has been stabilized. The existing perimeter berm is designed to prevent any potential off-site transport of sediment from other areas of the site during construction.

The recommendations above should be followed during and after the site work until such time as the ground surface has been adequately stabilized to prevent the off-site transport of any soil or suspended solids.

4.4.8. Stormwater Management Conclusion

The proposed Project construction should have no impact to offsite areas or drainage patterns. The proposed design and construction shall comply with applicable state and local requirements.

4.5. WATER SUPPLY FACILITIES

4.5.1. Purveyor

Public potable water will be supplied to the project by the Okeechobee Utility Authority (OUS).

The OUA operates a private community water system with a total water treatment plant capacity of 6 million gallons per day certified as of May, 2022.

Analyses have been performed and water would be available with the provision of a water storage tank in order to provide the Needed Fire Flow which was determined to be 2,000 gpm for two hours.

4.5.2. Water Distribution System

Construction will be phased and an extension is required. See Water Main Route 78 Figure 7.1 in Appendix 2. For the overall project water system see the Water Distribution System Plan as Figure 7.2 in Appendix 2.

Computer program analyses were performed to design the water main extensions and looped systems throughout the development.

The design maintains a minimum of 20 psi residual pressure throughout the system under worst-case fire flow simulated conditions.

The water main construction will be C-900 PVC pipe utilizing ductile iron fittings.

Fire hydrants are strategically placed no greater than 400 feet between each other.

4.6. ELECTRIC SERVICE

Florida Power and Light (FPL) will provide electric service to the Project.

4.7. TELEPHONE AND COMMUNICATIONS

Century Link (Lumen) will the telephone and fiber optic data communications to the project.

4.8. SANITARY SEWERAGE FACILITIES

4.8.1. Gravity Collection Systems

The project was divided in to sub-basins and a network of gravity sanitary sewers was designed conveying the wastewater flowed to strategically located wastewater pumping stations.

The wastewater pumping stations then in turn convey the flow to a centralized wastewater treatment plant.

The minimum nominal diameter size for gravity sanitary sewer will be 8 inches and they will be constructed utilizing SDR26 PVC sanitary sewer pipes with push-on gasketed joints. Generally residential service connections will be 4" SDR26 PVC and commercial service connections will be 6" SDR26 PVC.

Standard four (4) foot dia. precast concrete manholes will be utilized with flexible pipe to manhole boots and will be constructed in accord with the governing Okeechobee Utilities Authority standards.

4.8.2. Sanitary Pumping Stations.

There are seven (7) proposed sanitary pump stations that will pump flows to the central plant.

See the Water Distribution System Plan as Figure 7.2 in Appendix 2.

4.8.3. Sanitary Force mains

Sanitary force mains will vary in size from 4" to 8" diameter.

4.8.4. Wastewater Treatment Facilities

Integral to the local approval of the Project was the inclusion of a new, centralized wastewater treatment plant (WWTP) for the community.

Upon completion of the Project the WWTP will be dedicated to the Okeechobee Utilities Authority.

It is estimated that the average daily demand for the project would be 0.75 MGD.

4.9. OFFSITE UTILITY IMPROVEMENTS

Improvements are made to the entrances along State Highway 78.

4.10. PERMITS AND APPROVALS

A list of governmental permits and approvals that the Developer has acquired, or will have to acquire, at the Developer's cost, is set forth following:

<u>Agency</u>	<u>Status</u>
South Florida Water Management District Environmental Resource Permit	Approved
South Florida Water Management District Water Use Permit (Dewatering)	TBD
South Florida Water Management District Environmental Water Use Permit (Irrigation)	TBD
Glade County Development Agreement	Approved, July 13, 2023
Glades County Building Permit	TBD
Florida Department of Environmental Protection Wastewater Permit	TBD
Okeechobee Utility Authority Potable Water Permit	TBD
Glades County Right-of-way Permit	TBD
Florida Department of Transportation Permit	Pending Approval

4.11. PROFESSIONAL FEES

Professional (soft) costs for consulting engineering services generally run approximately 10 % of construction cost of the sitework, however have not been included with initial estimates.

5. ENGINEERS OPINON OF PROBABLE CONSTRUCTION COST

5.1. SUMMARY OF ORDER OF MAGNITUDE CONSTRUCTION COSTS

	<u>PHASE 1</u>	<u>PHASE 2</u>	<u>PHASE 3</u>	<u>PHASE 4</u>	<u>TOTAL</u>
LAND ACQUISITION	\$5,500,000	\$0	\$0	\$0	\$5,500,000
MITIGATION	\$2,000,000	\$0	\$0	\$0	\$2,000,000
EARTHWORK	\$6,000,000	\$4,000,000	\$2,500,000	\$2,500,000	\$15,000,000
ENTRANCE FEATURES	\$500,000	\$0	\$0	\$0	\$500,000
GENERAL	\$3,396,220	\$1,179,860	\$1,028,820	\$1,252,320	\$6,857,220
WATER SUPPLY FACILITIES	\$7,445,764	\$6,102,329	\$5,130,613	\$5,929,068	\$24,607,774
SEWERAGE FACILITIES	\$4,572,955	\$2,532,540	\$2,205,290	\$2,905,010	\$12,215,795
STORMWATER FACILITIES	\$851,090	\$783,645	\$281,620	\$363,100	\$2,279,455
ROADWAY CONSTRUCTION	\$8,298,725	\$6,951,245	\$5,031,920	\$10,048,105	\$30,329,995
LIGHTING	\$1,620,500	\$0	\$0	\$0	\$1,620,500
LANDSCAPING	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,000,000
OPERATION AND MAINT.	\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000
	\$41,685,254	\$23,049,619	\$17,678,263	\$24,497,603	\$106,910,739

5.2. OWNERSHIP, OPERATION AND MAINTENANCE RESPONSIBILITIES

THE CDD will be responsible.

6. CONCLUSION

6.1. SUMMARY

This is a great project.

APPENDIX 1 – DEVELOPMENT PLAN BY RISE ARCHITECTS

TYPES	PHASE 1A		PHASE 1B		PHASE 2		PHASE 3		PHASE 4		ENTIRE SITE	
	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS	TOAL LOTS	TOTAL UNITS
VILLA XL	4	4	20	20	8	8	19	19	54	54	105	105
VILLA	19	19	28	28	32	32	86	86	48	48	213	213
EMERALDS	84	84	105	105	95	95	92	92	28	28	404	404
RANCH	23	23	27	27	34	34	20	20	40	40	144	144
DUPLEX	42	42	12	12	50	50	50	50	8	8	162	162
MULTIFAMILY	3	24	17	234	0	0	0	0	2	14	22	272
TOTAL	175	196	209	426	219	219	267	267	180	192	1,050	1,300



RISE | FL
architecture

ARCHITECT
RISE ARCHITECTURE, LLC
NYC OFFICE
1241 37TH STREET SUITE 440
BROOKLYN, NEW YORK 11222
JEFF AKERMAN, RA
JEFF@RISEARCHITECTURE.COM
516-249-346

FL OFFICE
36 AIRPORT RD SUITE 402
LAKEWOOD, FL 32807
SHIMON GREENBAUM, RA
SHIMON@RISEARCHITECTURE.COM
904-674-8717

FL OFFICE
210 N UNIVERSITY DR SUITE 210
CORAL SPRINGS, FL 33077
SHIMON GREENBAUM, RA
SHIMON@RISEARCHITECTURE.COM
904-674-8717

Client Name

CLIENT

REVISIONS

DESCRIPTION	DATE	NO.

PROJECT NAME/LOCATION

OKEECHOBEE SITE

Okeechobee, FL

DRAWING TITLE

GENERAL SITE MAP

EXAMINER SIGNATURE

PROFESSIONAL SEAL

SCALE

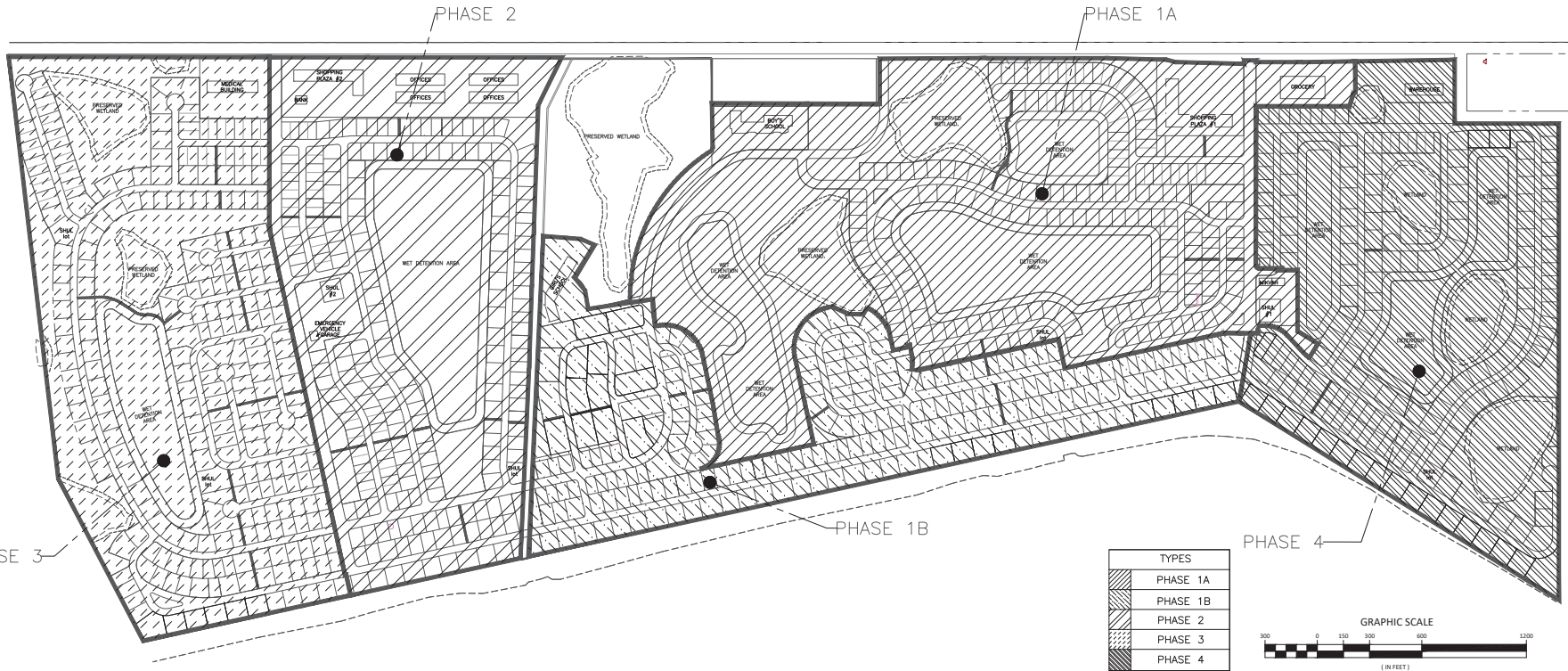
DATE

PROJECT NO.

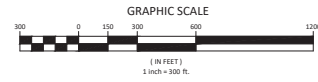
DRAWING NO.

A100

OF

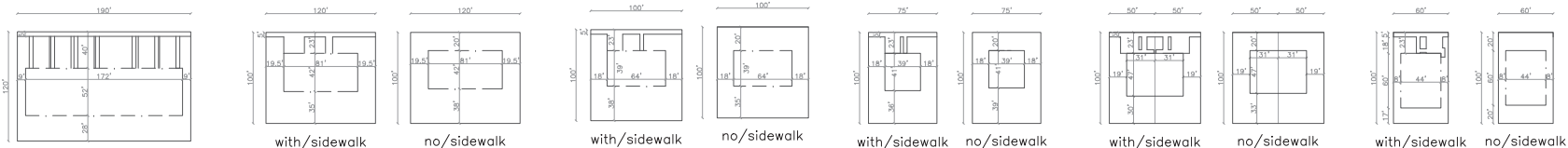


TYPES
PHASE 1A
PHASE 1B
PHASE 2
PHASE 3
PHASE 4



front

rear



MULTIFAMILY

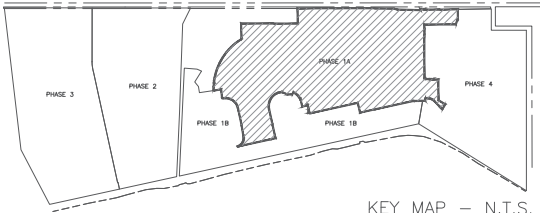
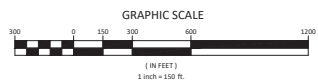
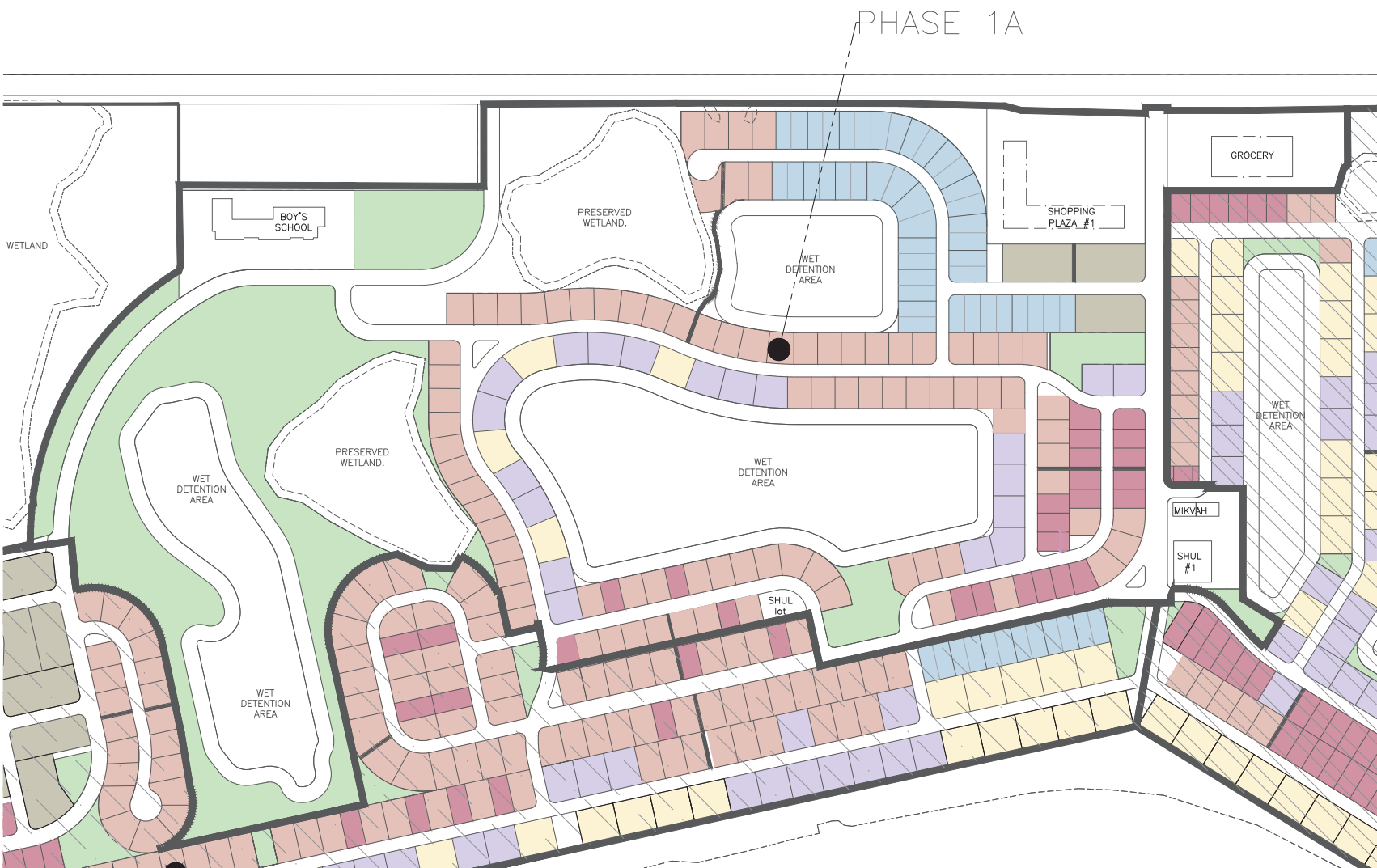
VILLA XL

VILLA

EMERALD

DUPLEX

RANCH



KEY MAP - N.T.S.

PHASE 1A		
TYPES	NUMBER OF LOTS	NUMBER OF UNITS
VILLA XL	4	4
VILLA	19	19
EMERALDS	84	84
RANCH	23	23
DUPLEX	42	42
MULTIFAMILY	3	24
TOTAL	175	196



RISE | FL
architecture

ARCHITECT RISE ARCHITECTURE, LLC
 NYC OFFICE 241 27TH STREET SUITE 440 BROOKLYN, NEW YORK, 11222 JEFF AKERMAN, RA JEFF@RISEARCHITECTURE.COM 516-249-346
 NJ OFFICE 36 AIRPORT RD SUITE 402 LAWRENCEVILLE, NJ 08701 SHIMON GREENEBAUM, RA SHIMON@RISEARCHITECTURE.COM 908-674-8717
 FL OFFICE 210 N UNIVERSITY DR SUITE 210 CORAL SPRING, FL 32071 SHIMON GREENEBAUM, RA SHIMON@RISEARCHITECTURE.COM 908-674-8717
 Client Name

CLIENT

REVISIONS

DESCRIPTION	DATE	NO.

PROJECT NAME/LOCATION OKEECHOBEE SITE
Okeechobee, FL

DRAWING TITLE
SITE MAP PHASE 1A

EXAMINER'S SIGNATURE

PROFESSIONAL SEAL

SCALE As Noted
DATE Current Revisor Date

PROJECT NO. NJ079

DRAWING NO. **A101**
OF



RISE | FL
architecture

ARCHITECT
RISE ARCHITECTURE, LLC
NYC OFFICE
241 27TH STREET SUITE 440
BROOKLYN, NEW YORK 11222
JEFF AKERMAN, RA
JEFF@RISEARCHITECTURE.COM
516-249-9346

FL OFFICE
36 AIRPORT RD SUITE 402
LAKEWOOD, NJ 08701
SHIMON GREENBAUM, RA
SHIMON@RISEARCHITECTURE.COM
908-674-8717

FL OFFICE
210 N UNIVERSITY DR SUITE 210
CORAL SPRINGS, FL 33071
SHIMON GREENBAUM, RA
SHIMON@RISEARCHITECTURE.COM
908-674-8717

Client Name

CLIENT

REVISIONS

DESCRIPTION	DATE	NO.

PROJECT NAME/LOCATION
OKEECHOBEE SITE
Okeechobee, FL

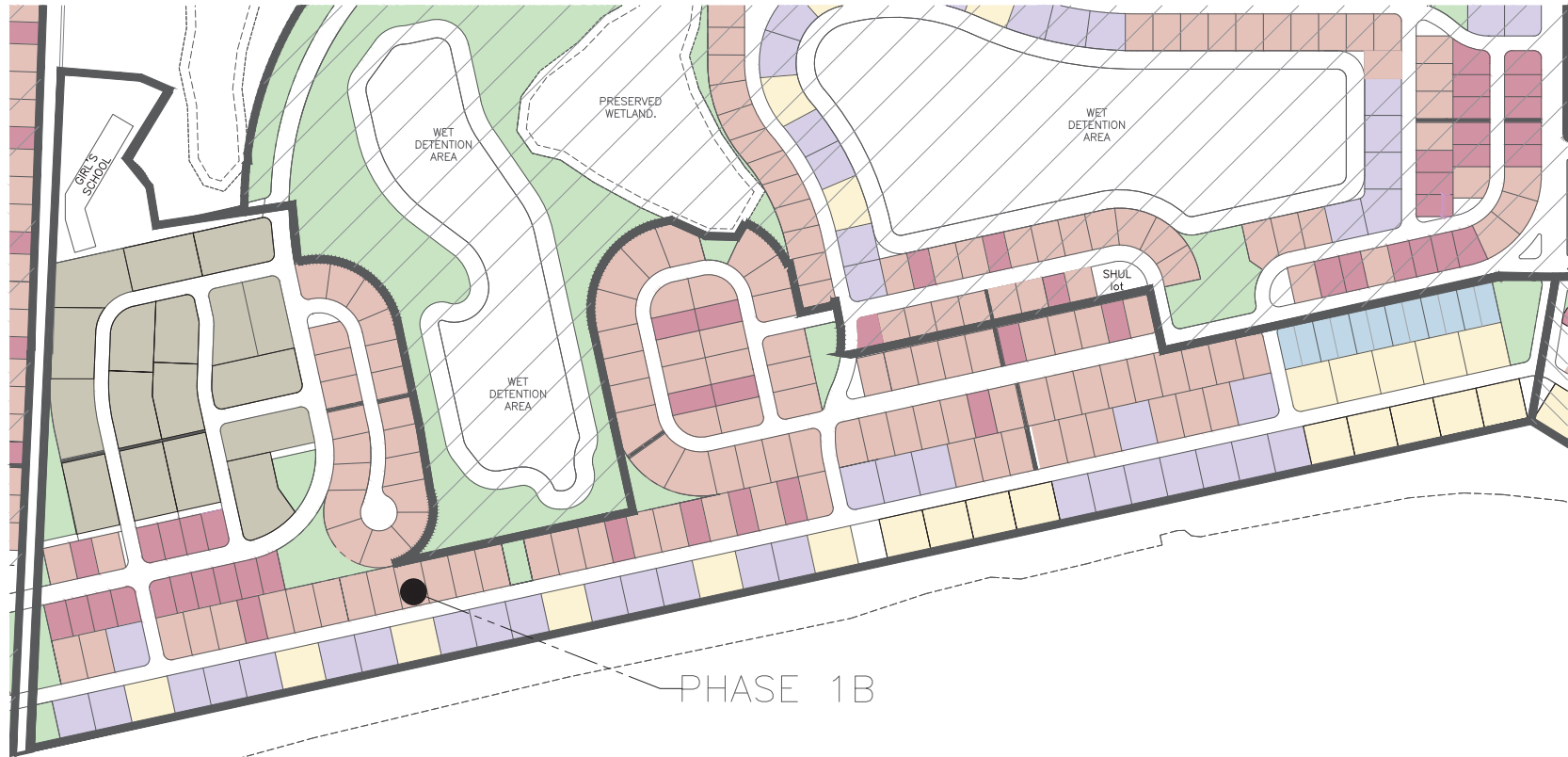
DRAWING TITLE
**SITE MAP
PHASE 1B**

EXAMINER'S SIGNATURE

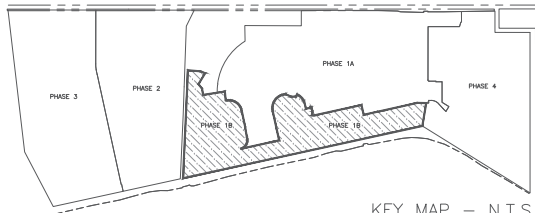
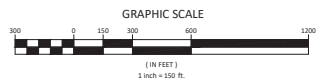
PROFESSIONAL SEAL

SCALE
DATE
PROJECT NO.

DRAWING NO. **A102**
OF

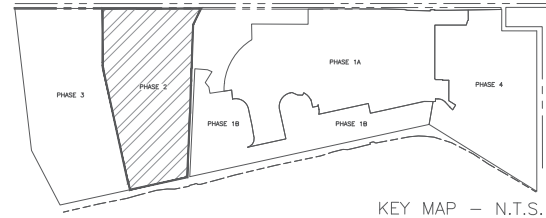
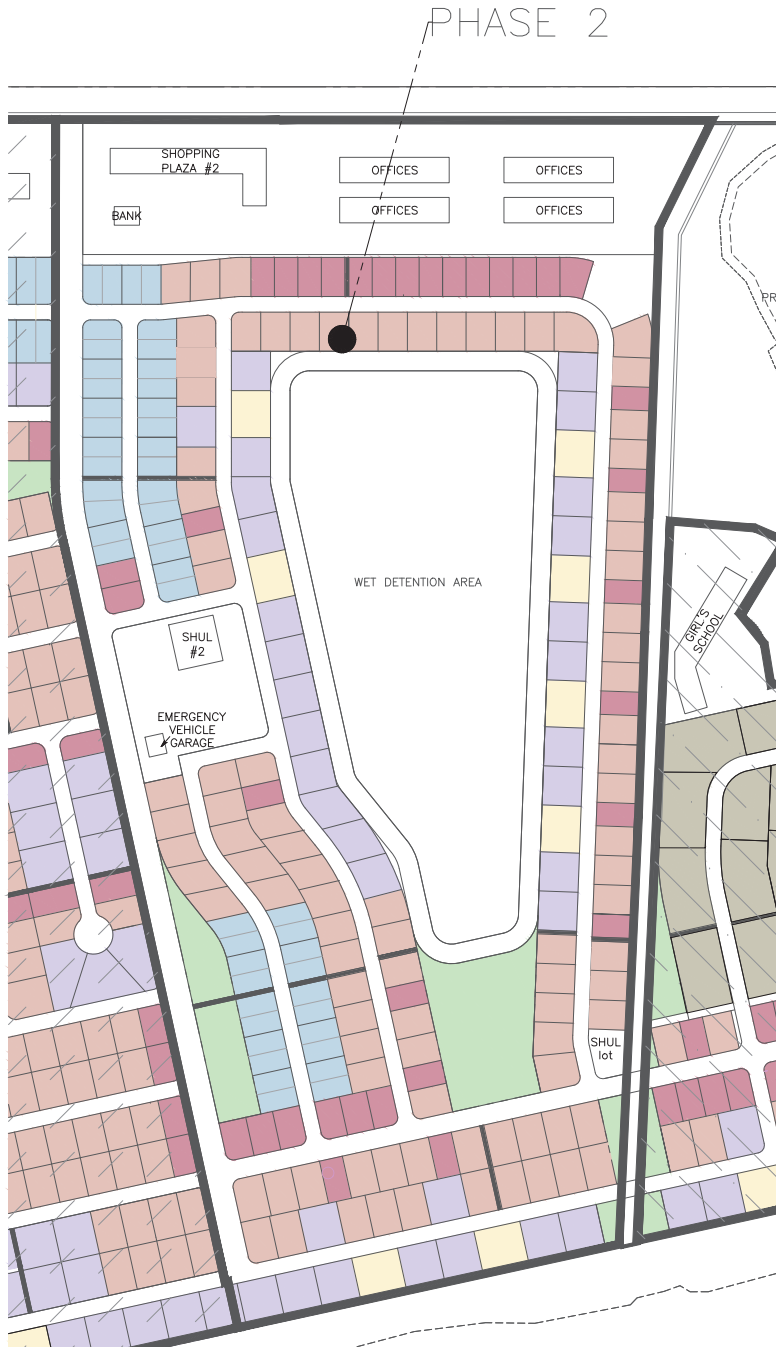


PHASE 1B



KEY MAP - N.T.S.

PHASE 1B		
TYPES	NUMBER OF LOTS	NUMBER OF UNITS
VILLA XL	20	20
VILLA	28	28
EMERALDS	105	105
RANCH	27	27
DUPLEX	12	12
MULTIFAMILY	17	234
TOTAL	209	426



PHASE 2		
TYPES	NUMBER OF LOTS	NUMBER OF UNITS
VILLA XL	8	8
VILLA	32	32
EMERALDS	95	95
RANCH	34	34
DUPLEX	50	50
MULTIFAMILY	0	0
TOTAL	219	219



RISE | FL
architecture

ARCHITECT

RISE ARCHITECTURE, LLC

NYC OFFICE
241 27th STREET SUITE 440
BROOKLYN, NEW YORK 11222
JEFF AKERMAN, RA
JEFF@RISEARCHITECTURE.COM
516-249-346

NY OFFICE
36 AIRPORT RD SUITE 402
LAWRENCE, NJ 08701
SHIMON GREENEBAUM, RA
SHIMON@RISEARCHITECTURE.COM
908-674-8717

FL OFFICE
210 N UNIVERSITY DR SUITE 210
CORAL SPRING, FL 32071
SHIMON GREENEBAUM, RA
SHIMON@RISEARCHITECTURE.COM
908-674-8717

Client Name

CLIENT

REVISIONS

DESCRIPTION DATE NO.

PROJECT NAME/LOCATION

OKEECHOBEE SITE
Okeechobee, FL

DRAWING TITLE

SITE MAP
PHASE 2

EXAMINER'S SIGNATURE

PROFESSIONAL SEAL

SCALE

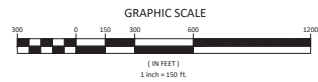
DATE

PROJECT NO.

DRAWING NO.

A103

OF





RISE | FL
architecture

ARCHITECT RISE ARCHITECTURE, LLC

NYC OFFICE
241 27TH STREET SUITE 440
BROOKLYN, NEW YORK 11222
JEFF AKERMAN, RA
JEFF@RISEARCHITECTURE.COM
516-249-9346

NY OFFICE
36 AIRPORT RD SUITE 402
LAWRENCE, NY 09740
SHIMON GREENEBAUM, RA
SHIMON@RISEARCHITECTURE.COM
908-674-8717

FL OFFICE
210 N UNIVERSITY DR SUITE 210
CORAL SPRING, FL 32077
SHIMON GREENEBAUM, RA
SHIMON@RISEARCHITECTURE.COM
908-674-8717

CLIENT: _____ Client Name

REVISION	DESCRIPTION	DATE	NO.

PROJECT NAME/LOCATION: OKEECHOBEE SITE
Okeechobee, FL

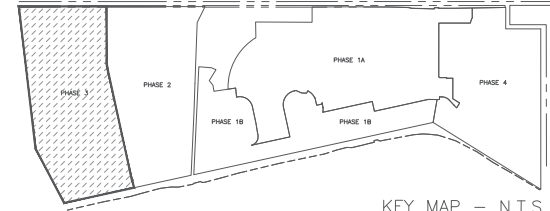
DRAWING TITLE: **SITE MAP
PHASE 3**

EXAMINER'S SIGNATURE: _____

PROFESSIONAL SEAL: _____

SCALE: As Shown
DATE: Current Revision Date
PROJECT NO: NJ079

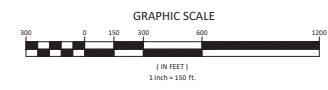
DRAWING NO: **A104**
OF

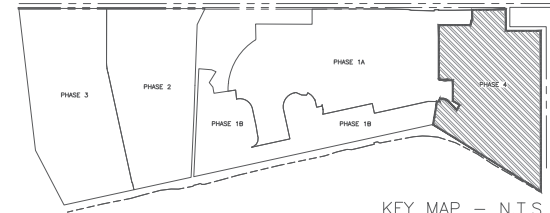
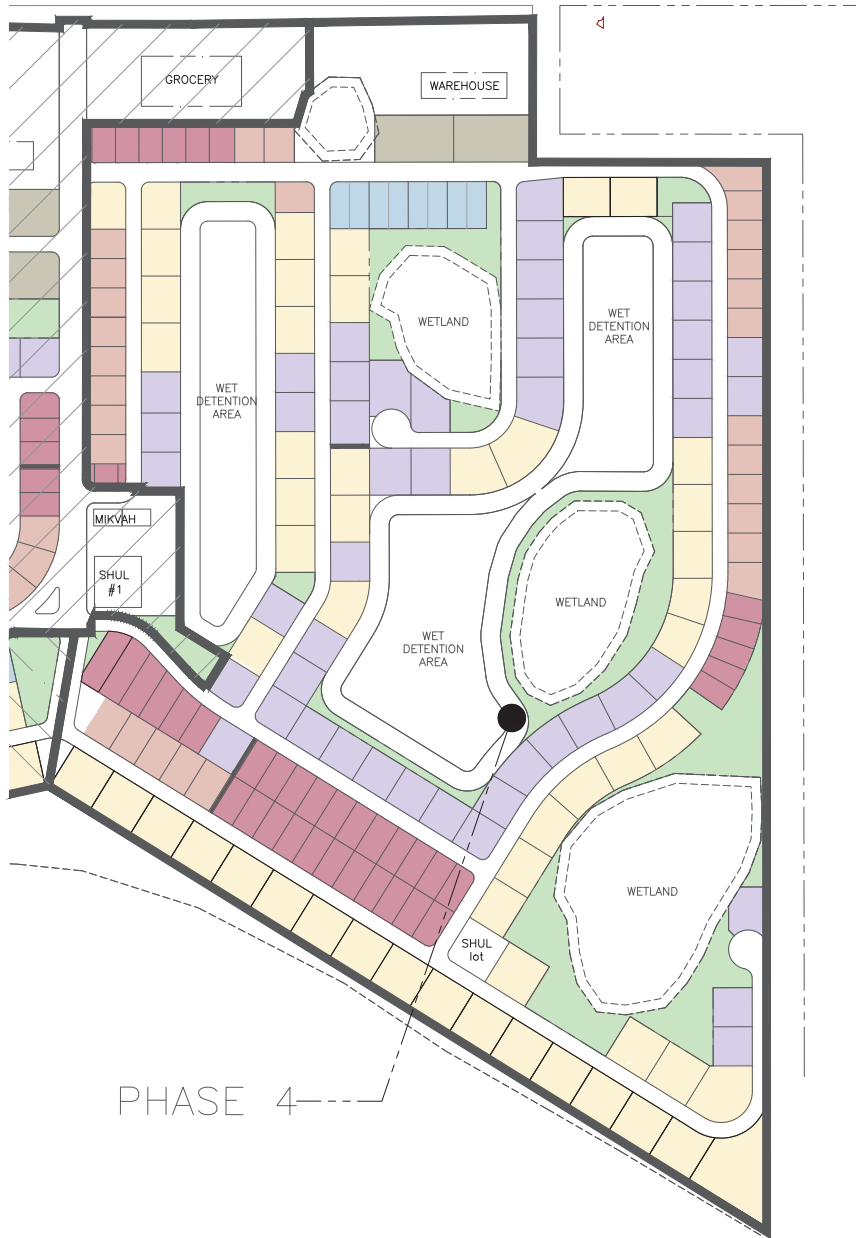


KEY MAP - N.T.S.

PHASE 3			
TYPES	NUMBER OF LOTS	NUMBER OF UNITS	
VILLA XL	19	19	
VILLA	86	86	
EMERALDS	92	92	
RANCH	20	20	
DUPLEX	50	50	
MULTIFAMILY	0	0	
TOTAL	267	267	

PHASE 3





KEY MAP - N.T.S.

PHASE 4			
TYPES	NUMBER OF LOTS	NUMBER OF UNITS	
VILLA XL	54	54	
VILLA	48	48	
EMERALDS	28	28	
RANCH	40	40	
DUPLEX	8	8	
MULTIFAMILY	2	14	
TOTAL	180	192	



RISE | FL
architecture

ARCHITECT

RISE ARCHITECTURE, LLC

NYC OFFICE
241 27TH STREET SUITE 440
BROOKLYN, NEW YORK 11222
JEFF AKERMAN, RA
JEFF@RISEARCHITECTURE.COM
516-249-346

NJ OFFICE
36 AIRPORT RD SUITE 402
LANSINGWOOD, NJ 08070
SHIMON GREENEBAUM, RA
SHIMON@RISEARCHITECTURE.COM
908-674-8717

FL OFFICE
210 N UNIVERSITY DR SUITE 210
CORAL SPRING, FL 33071
SHIMON GREENEBAUM, RA
SHIMON@RISEARCHITECTURE.COM
908-674-8717

Client Name

CLIENT

REVISIONS

DESCRIPTION DATE NO.

PROJECT NAME/LOCATION

OKEECHOBEE SITE

Okeechobee, FL

DRAWING TITLE

**SITE MAP
PHASE 4**

EXAMINER'S SIGNATURE

PROFESSIONAL SEAL

SCALE

All Noted

DATE

Current Revision Date

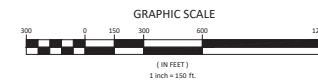
PROJECT NO.

NJ079

DRAWING NO.

A105

OF



APPENDIX 2 –

FIGURES

FIGURE 1 – LOCATION MAP

FIGURE 2 – ZONING MAP

FIGURE 3 – PROJECT BOUNDARY AND EXISTING CONDITION

FIGURE 4 – SOIL MAP

FIGURE 5 – DEVELOPMENT PLAN BY NEWLINES

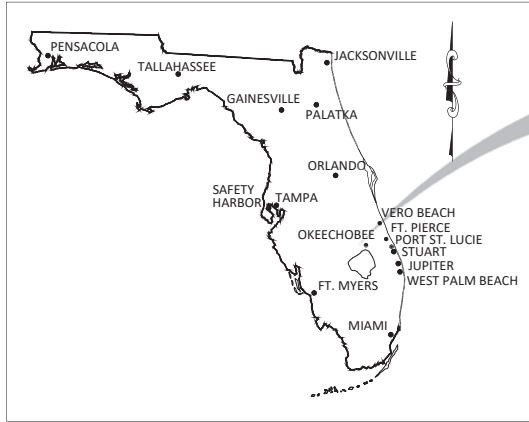
FIGURE 6 – STORMWATER MANAGEMENT PLAN

FIGURE 7.1 – WATER MAIN ROUTE 78

FIGURE 7.2 – WATER DISTRIBUTION SYSTEM

FIGURE 8 – SANIRARY SEWR SYSTEM

VICINITY MAP
N.T.S.

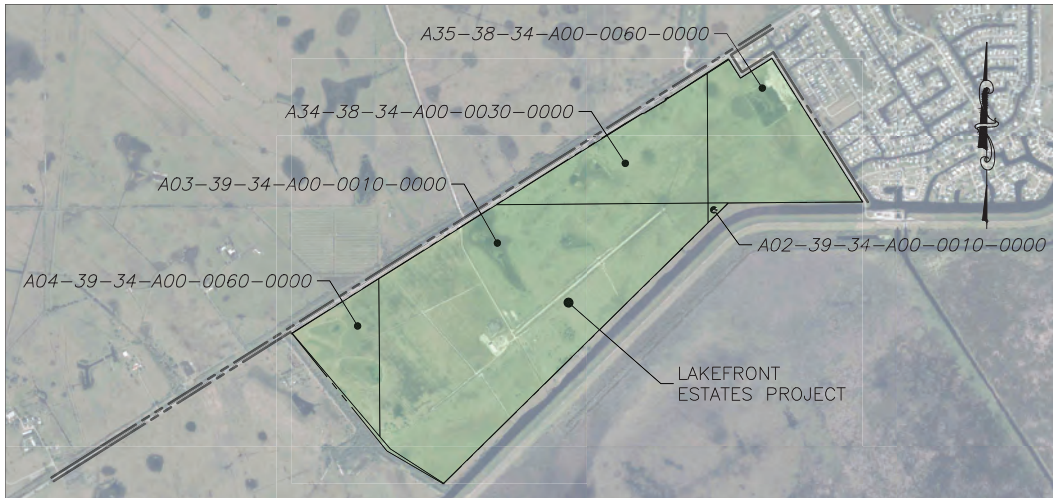


LOCATION MAP
N.T.S.



IMAGERY FROM GOOGLE EARTH
DATE: 2017

PARCELS ID MAP
N.T.S.



IMAGERY FROM LABINS: <https://www.labins.org/>
DATE: 2018

LEGEND:






-  DEVELOPMENT AREA
-  PROJECT LOT BOUNDARY
-  CENTER LINE OF STATE ROAD 78
-  RIGHT OF WAY
-  EXISTING PARCELS BOUNDARY

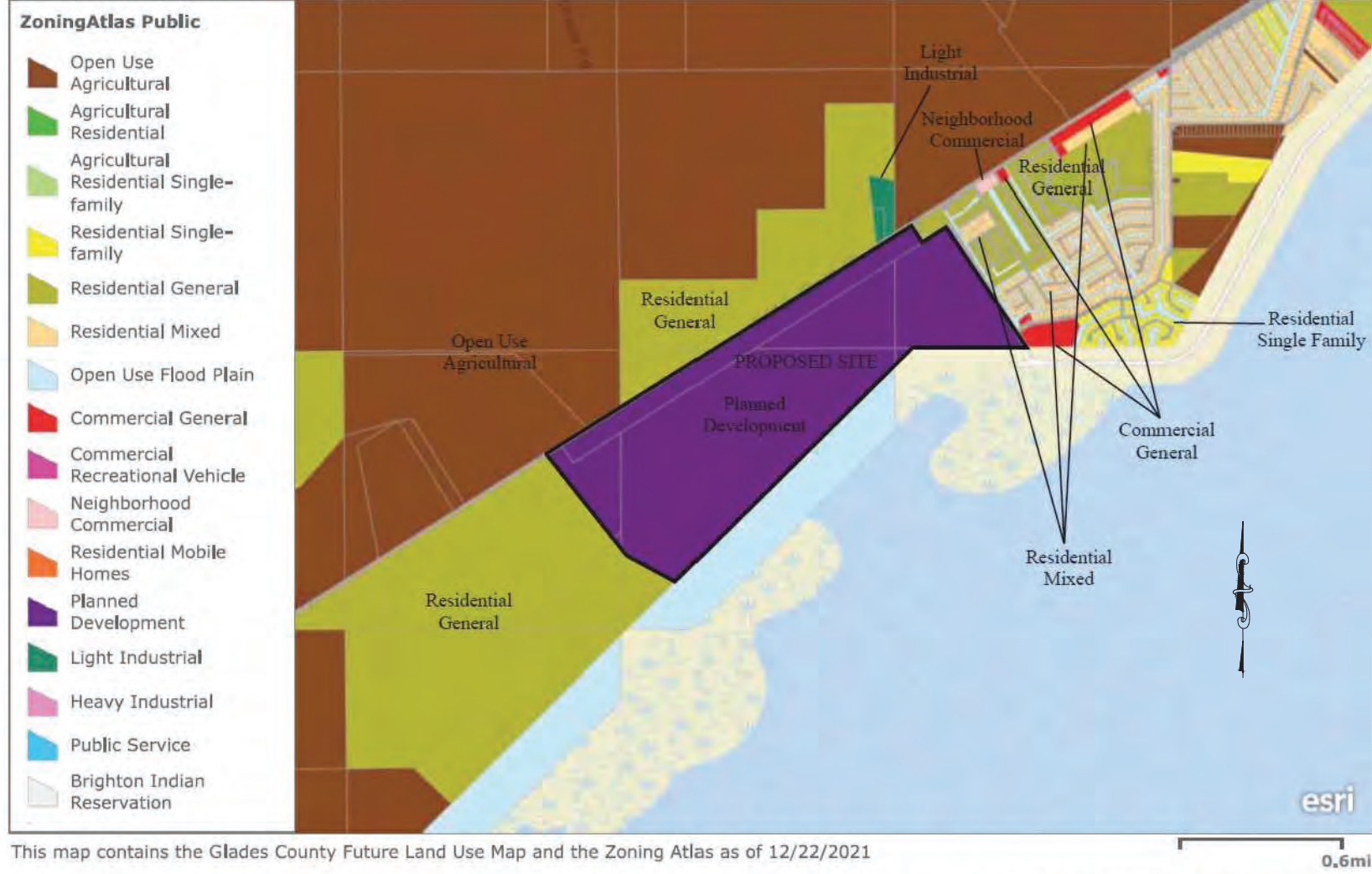
FIGURE 1
LOCATION MAP
LAKEFRONT ESTATES



STEVEN L. DOBBS, P.E.

Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:08 p. m.

Glades County Land Use Maps



This map contains the Glades County Future Land Use Map and the Zoning Atlas as of 12/22/2021

University of South Florida, Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS

FIGURE 2
ZONING MAP
LAKEFRONT ESTATES

STEVEN L. DOBBS, P.E.

Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:10 p. m.



IMAGERY FROM LABINS: <https://www.labins.org/>
DATE: 2018

LEGEND:

- DEVELOPMENT AREA
- PROJECT LOT BOUNDARY
- CENTER LINE OF STATE ROAD 78
- RIGHT OF WAY
- BARBED WIRE FENCE
- EXISTING PARCELS BOUNDARY
- WETLAND BOUNDARY
- WETLAND BUFFER

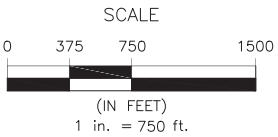


FIGURE 3
PROJECT BOUNDARY AND EXISTING CONDITIONS
LAKEFRONT ESTATES



STEVEN L. DOBBS, P.E.

Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:12 p.m.

NLE FL23028
October, 2023

11"x17" Sheet size

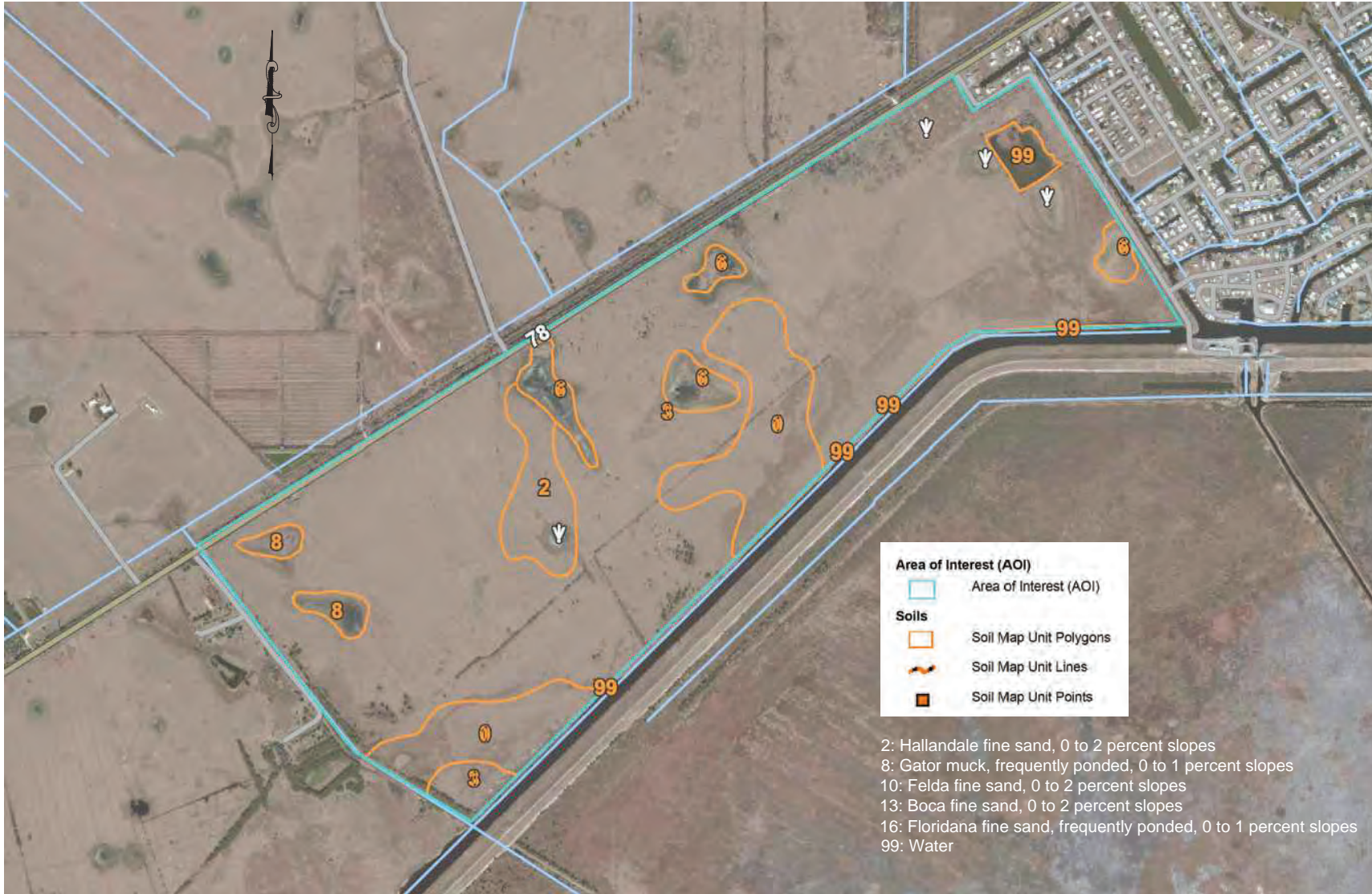


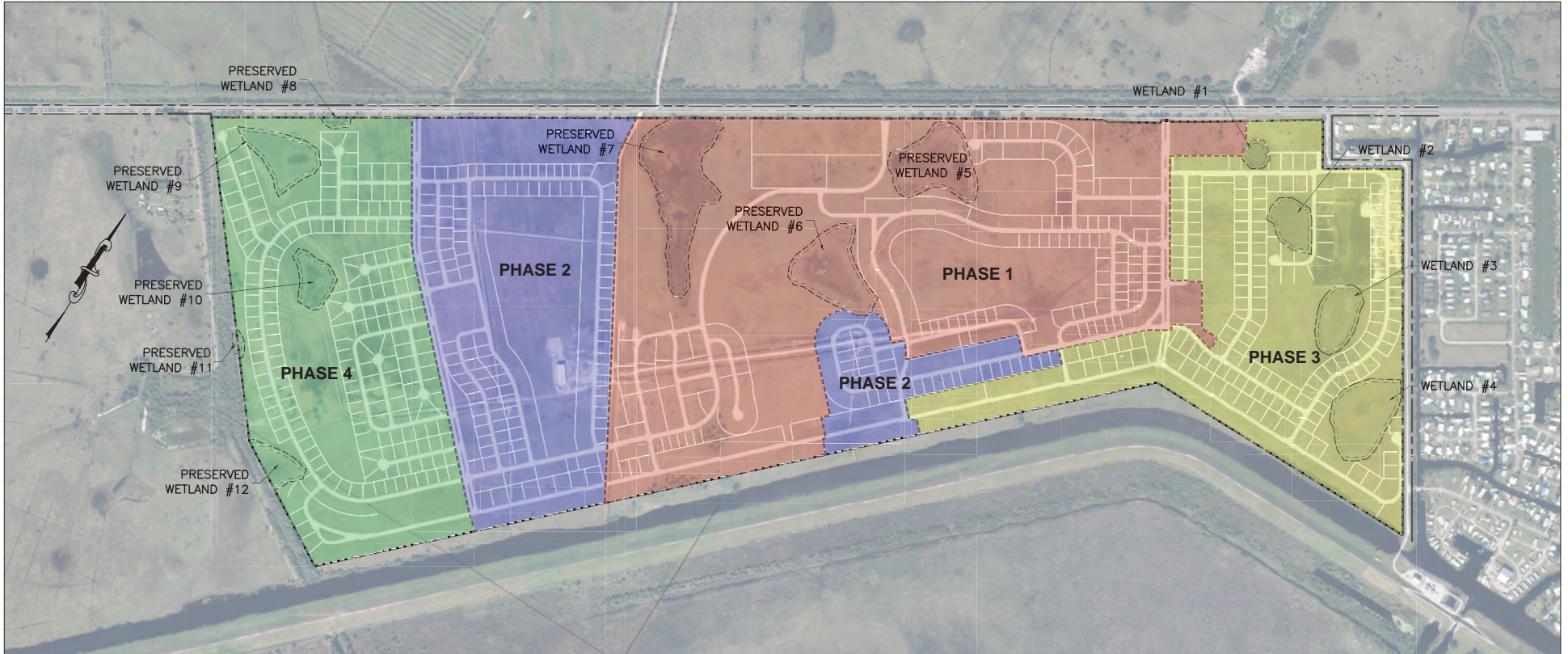
FIGURE 4
SOIL MAP
LAKEFRONT ESTATES



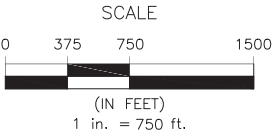
STEVEN L. DOBBS, P. E.

11"x17" Sheet size

Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:21 p. m.



IMAGERY FROM LABINS: <https://www.labins.org/>
DATE: 2018



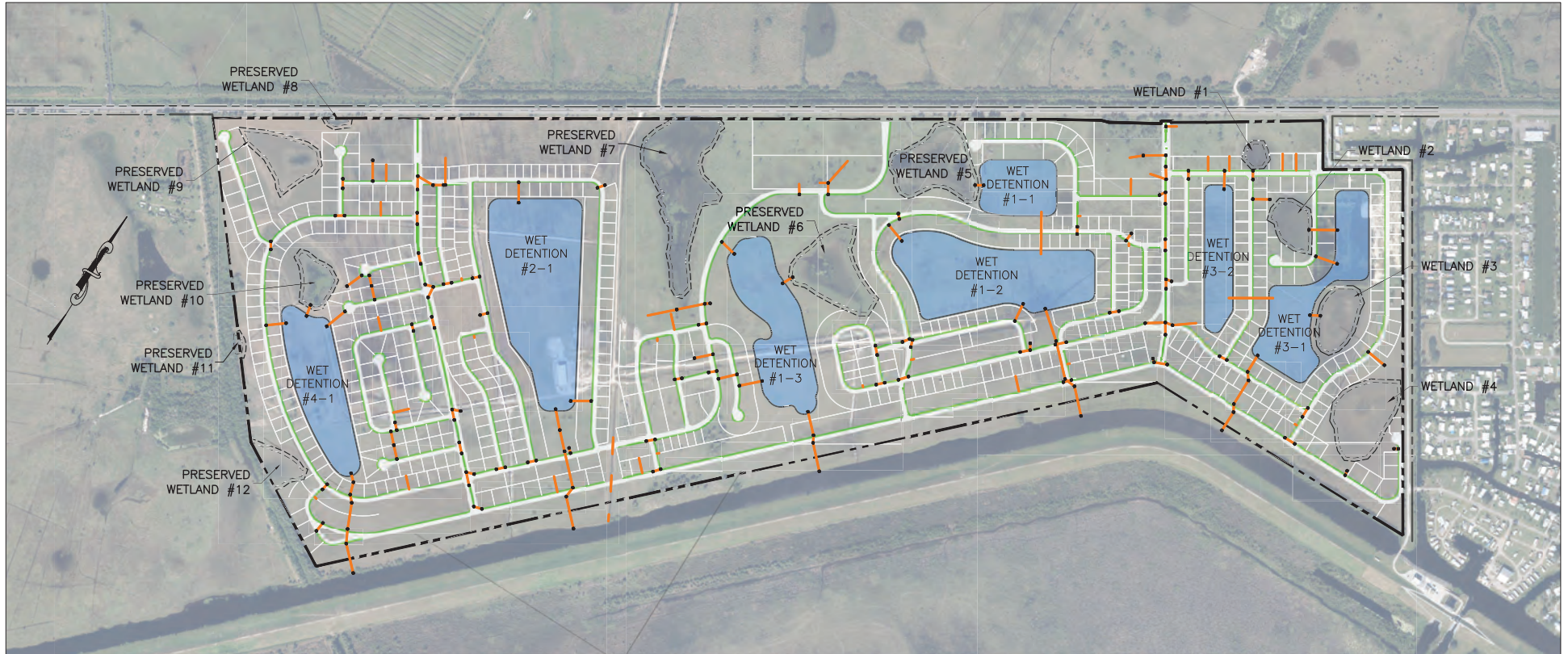
LEGEND:

- PROJECT LOT BOUNDARY
- CENTER LINE OF STATE ROAD 78
- RIGHT OF WAY
- WETLAND BOUNDARY
- WETLAND BUFFER
- DEVELOPMENT PHASE ONE
- DEVELOPMENT PHASE TWO
- DEVELOPMENT PHASE THREE
- DEVELOPMENT PHASE FOUR

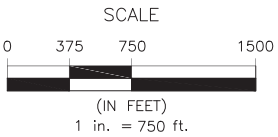
FIGURE 5
DEVELOPMENT PLAN
LAKEFRONT ESTATES

STEVEN L. DOBBS, P.E.

Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:22 p. m.



IMAGERY FROM LABINS: <https://www.labins.org/>
DATE: 2018



LEGEND:

- PROJECT LOT BOUNDARY
- CENTER LINE OF STATE ROAD 78
- RIGHT OF WAY
- WETLAND BOUNDARY
- WETLAND BUFFER
- 18" HDPE PIPES WITH INLET AND OUTLET STRUCTURES
- WET DETENTION AREA
- SWALE AREA

FIGURE 6
STORMWATER MANAGEMENT PLAN
LAKEFRONT ESTATES

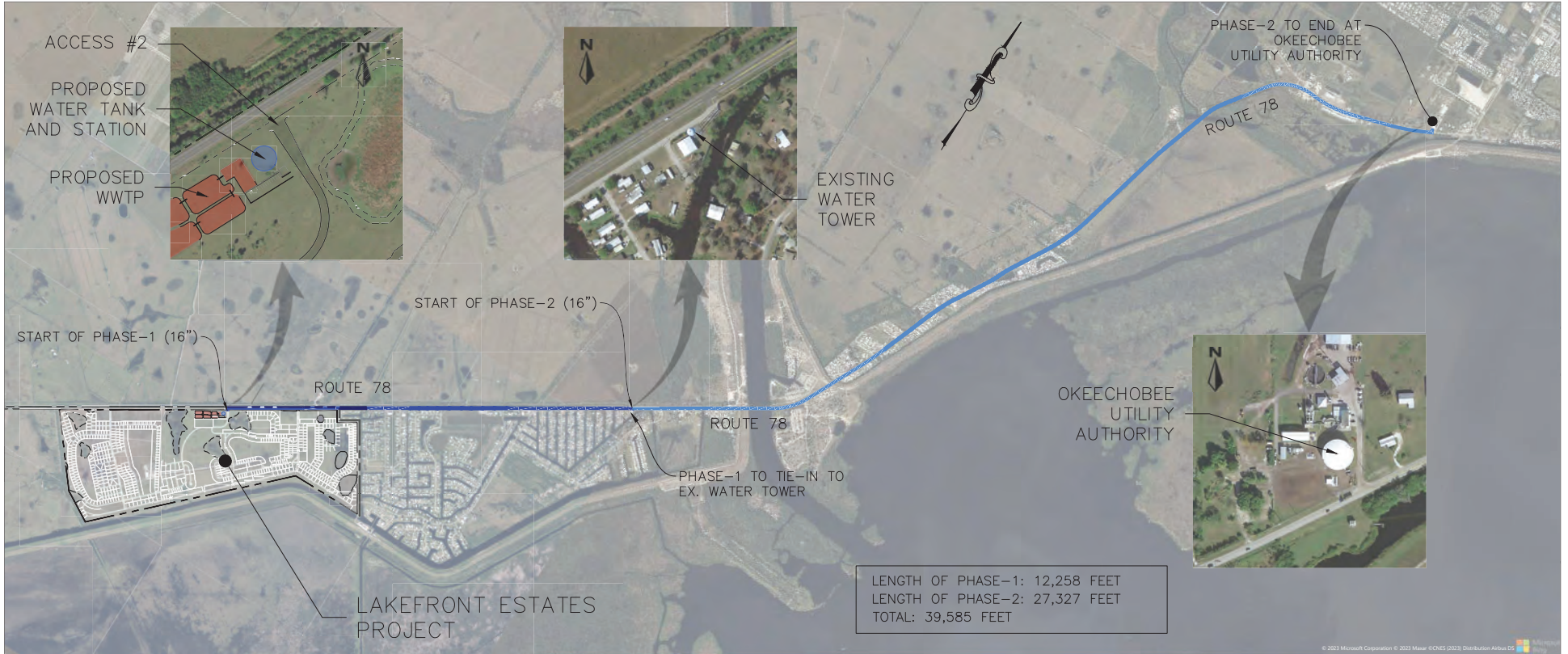


STEVEN L. DOBBS, P.E.

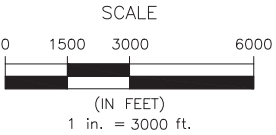
Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:30 p. m.

NLE FL23028
October, 2023

11"x17" Sheet size



IMAGERY FROM BING MAPS <https://www.bing.com/>



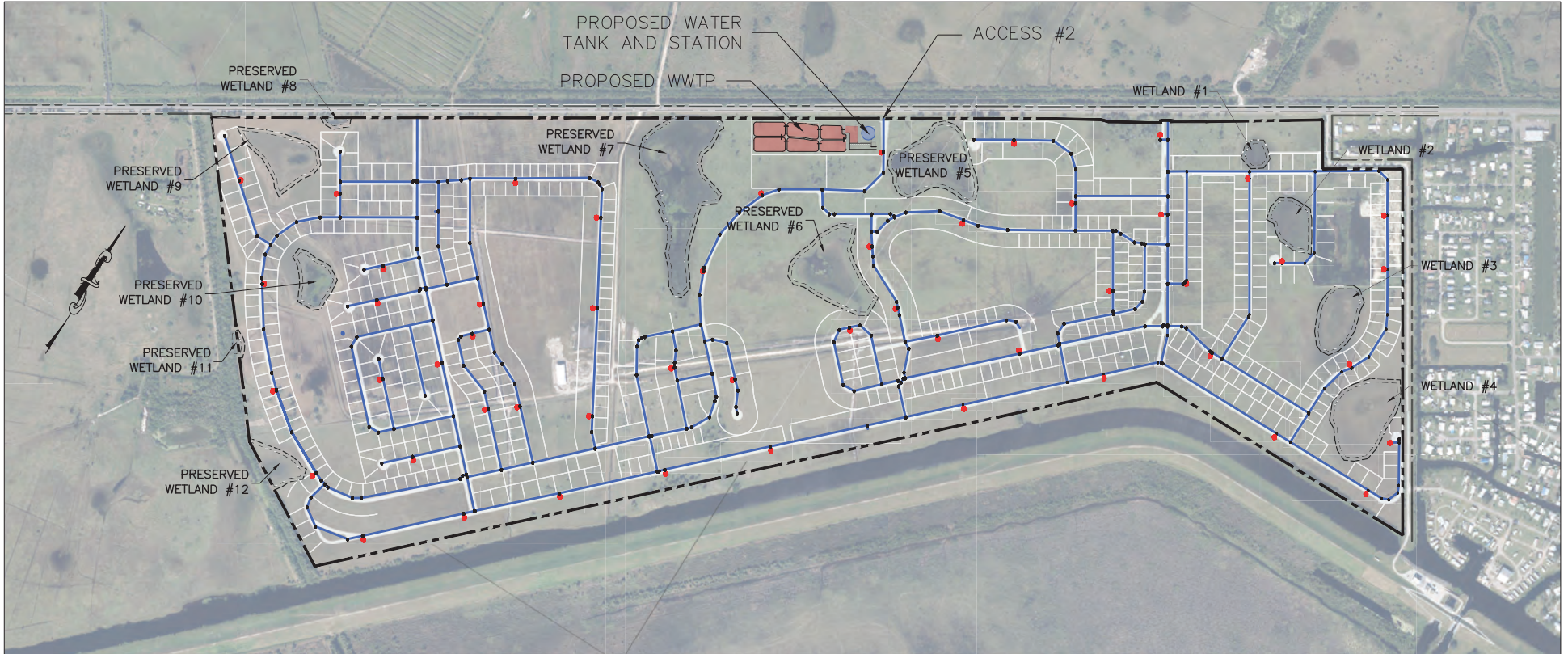
LEGEND:

- PROJECT LOT BOUNDARY
- CENTER LINE OF STATE ROAD 78
- RIGHT OF WAY
- WETLAND BOUNDARY
- WETLAND BUFFER
- PHASE ONE 16"
- PHASE TWO 16"

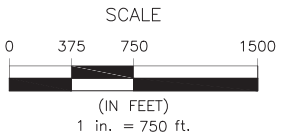
FIGURE 7.1
WATER-MAIN ROUTE 78
LAKEFRONT ESTATES

STEVEN L. DOBBS, P.E.

Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:39 p. m.



IMAGERY FROM LABINS: <https://www.labins.org/>
DATE: 2018



LEGEND:

- PROJECT LOT BOUNDARY
- CENTER LINE OF STATE ROAD 78
- RIGHT OF WAY
- WETLAND BOUNDARY
- WETLAND BUFFER
- 8" PVC WATER MAIN WITH ACCESORIES
- HYDRANT

FIGURE 7.2
WATER DISTRIBUTION SYSTEM PLAN
LAKEFRONT ESTATES

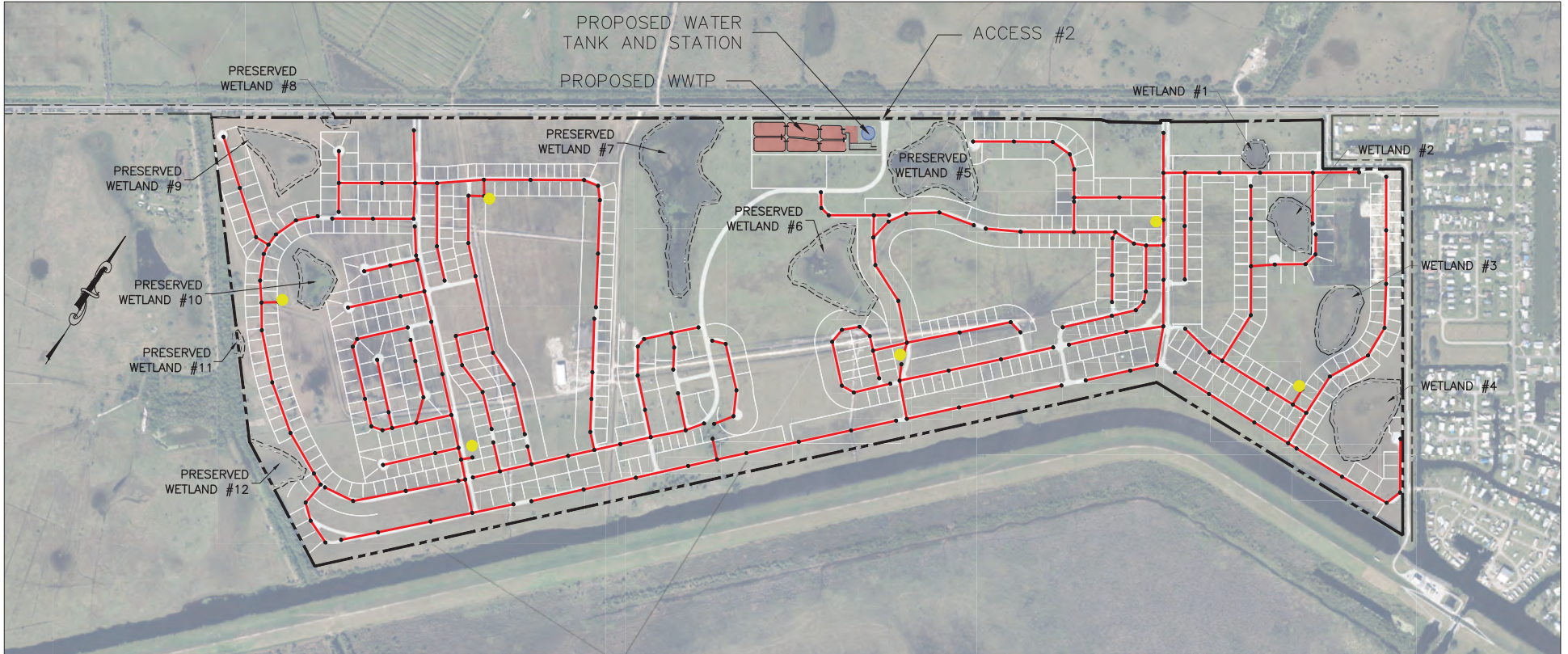


STEVEN L. DOBBS, P.E.

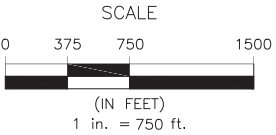
Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:43 p. m.

NLE FL23028
October, 2023

11"x17" Sheet size



IMAGERY FROM LABINS: <https://www.labins.org/>
DATE: 2018



LEGEND:

- PROJECT LOT BOUNDARY
- CENTER LINE OF STATE ROAD 78
- RIGHT OF WAY
- WETLAND BOUNDARY
- WETLAND BUFFER
- GRAVITY SEWER PIPES
- MANHOLES
- LIFT STATIONS

FIGURE 8
SANITARY SEWER SYSTEM PLAN
LAKEFRONT ESTATES

STEVEN L. DOBBS, P.E.

Z:\2023 Florida\FL23028-Lakefront CDD\CAD\21534 EXHIBITS.dwg, 27/10/2023 3:46:51 p. m.

APPENDIX 3 –

DOCUMENTS

ORDINANCE NO. 2022-11 LAKEFRONT ESTATES ZONING

ORDINANCE NO. 2023-7 LAKEFRONT CDD

DEVELOPER'S AGREEMENT

SFWMD APPROVAL LETTER

STATEMENT OF COSTS

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GLADES COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF GLADES COUNTY FOR THE PLANNED DEVELOPMENT ZONING DISTRICT APPROVED IN RZ18-04, ORDINANCE NO. 2020-03, KNOWN AS THE GLENN HARVEY PLANNED DEVELOPMENT, TO CHANGE THE DEVELOPMENT NAME TO LAKEFRONT ESTATES PLANNED DEVELOPMENT AND TO APPROVE OTHER CHANGES TO THE APPROVALS GRANTED IN RZ18-04 BY ORDINANCE NO. 2020-03, FOR THE 525+/- ACRES, SOUTH OF BUCKHEAD RIDGE, OKEECHOBEE, PARCEL NUMBERS; A04-39-34-A00-0060-0000, A03-39-34-A00-0010-0000, A34-38-34-A00-0030-0000, A02-39-34-A00-0010-0000 AND A35-38-34-A00-0060-0000; APPLICANT AND PROPERTY OWNER OKEECHOBEE COMMUNITY DEVELOPERS, LLC; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Glades County, Florida, has adopted Ordinance 75-3 in which a revised Official Zoning Map was adopted for said County; and

WHEREAS, the Board of County Commissioners of Glades County, Florida, has adopted Ordinance 2012-7, in which revised Planned Development district regulations were adopted for said County and such regulations create the opportunity for adoption of a Planned Development Ordinance to allow the applicant and the County to create appropriate site and use specific development regulations; and

WHEREAS, the owner of the property more particularly described hereafter has heretofore filed an application pursuant to the Land Development Regulations of Glades County to amend the Official Zoning Map of Glades County for the Planned Development Zoning District approved in RZ18-04, Ordinance No. 2020-03 known as the Glenn Harvey Planned Development, to change the development name to Lakefront Estates Planned Development and to approve other changes to approvals granted in RZ18-04 by Ordinance No. 2020-03 for approximately 525 acres; and

WHEREAS, the Glades County Planning and Zoning Board continued the September 13, 2022, public hearing for Case #RZ22-02 to a special public hearing to be held on October 6, 2022, at 5:15 PM in the County Commission Chambers, Glades County Courthouse, 500 Avenue J, Moore Haven, Florida; and

WHEREAS, the Glades County Planning and Zoning Board continued the October 6, 2022, public hearing for Case #RZ22-02 to a special public hearing to be held on October 18, 2022, at 6:00 PM in the County Commission Chambers, Glades County Courthouse, 500 Avenue J, Moore Haven, Florida; and

WHEREAS, the Glades County Planning and Zoning Board continued the October 18, 2022, public hearing for Case #RZ22-02 to a date and time in the future set by staff using the normal County guidelines; and

WHEREAS, the Glades County Planning and Zoning Board in a public hearing on December 13, 2022, based on the findings and analysis of the Staff Report dated December 5, 2022, and the findings of fact in evidence at that continued hearing, recommended approval of the zoning amendment, with conditions; and

WHEREAS, Case #RZ22-02 has been heard by the Glades County Board of County Commissioners in a public hearing on January 10, 2023, and January 23, 2023, and the Board of County Commissioners has found such application to be complete and, based on the contents of the application and the review of the application, and the Staff Report and the recommendations of the Planning and Zoning Board, and the evidence and testimony presented at the public hearings, the Glades County Board of County Commissioners has found the requested rezoning amendment, subject to the property development criteria, regulations, conditions and Conceptual Master Plan described herein and made a part hereof, to be consistent with the County's Comprehensive Plan and Land Development Code and the densities, intensities and general use requirements set forth therein; and

WHEREAS, the Board of County Commissioners has found that this Planned Development Ordinance includes regulations to ensure that the Planned Development will meet or exceed all performance and locational standards set forth in the County's Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has found the zoning amendment request to be compatible with existing or approved uses in the surrounding area or can be made compatible using the provisions (criteria, regulations, conditions, etc.) contained in this Planned Development Ordinance; and

WHEREAS, the Board of County Commissioners has found that the approval of this Planned Development Ordinance will not place an undue burden upon existing or committed transportation or other services and facilities; and

WHEREAS, the Board of County Commissioners has found that, based on the findings and analysis of the Staff Report dated December 5, 2022, as updated, and the findings of fact in evidence at the Glades County Board of County Commissioners public hearing on January 10, 2023, and on January 23, 2023, including but not limited to the application, the Staff Report, the recommendations of the Planning and Zoning Board, and testimony at the above referenced public hearings, and after due consideration, it is in the best interest of the inhabitants of Glades County to amend the Glenn Harvey Planned Development Zoning District approved in RZ18-04, Ordinance No. 2020-03, to become the Lakefront Estates Planned Development, RZ22-02, approved in this Ordinance No. 2022-11, including the Exhibits attached hereto and made a part hereof, as herein set forth.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Glades County, Florida, that:

SECTION 1: RECITALS

The above recitals are true and correct and are incorporated herein and made a part hereof as though fully set forth below.

SECTION 2: AUTHORITY

This Ordinance is enacted pursuant to the provisions of Chapters 125, Florida Statutes, and other applicable provisions of law.

SECTION 3: REZONING GRANTED

Based upon the application, and the Staff Report, all of which has been made a part of the record, and the evidence received at the public hearings, and further, based upon the recitals stated above, all of said recitals being incorporated herein and made a part hereof, the requested zoning amendment as described herein, including, the property development criteria, regulations, and conditions and the Conceptual Master Plan contained herein and in Exhibits "B" and "C," attached hereto and made a part hereof, from the Glenn Harvey Planned Development Zoning District approved in RZ18-04, Ordinance No. 2020-03, to the Lakefront Estates Planned Development Zoning District RZ22-02, Ordinance No. 2022-11, is determined to be consistent with the Glades County Comprehensive Plan and Land Development Code and is granted and adopted/approved as to the following described real property located in Glades County, Florida, to-wit:

See attached Exhibit "A."

SECTION 4: PROPERTY DEVELOPMENT CRITERIA AND REGULATIONS

The property site plan (Conceptual Master Plan) and development criteria and regulations for the site described in the requested rezoning is as set forth in the attached Exhibits "B" and "C" and all development within the site shall comply with and shall be subject to the terms and conditions of the requirements of Exhibits "B" and "C" and the Glades County land development regulations in effect on the effective date of this Ordinance. If the terms and conditions set forth in this Ordinance conflict with other land development regulations of the County's Land Development Code, the terms and conditions of this Ordinance shall govern the development of the property described in Exhibit "A."

SECTION 5: ORDINANCE NO. 75-3 AND OFFICIAL ZONING MAP AMENDMENT

Glades County Ordinance 75-3, which included the Official Zoning Map, is hereby amended to reflect the new zoning designation of Lakefront Estates PD for the subject real property as described in Exhibit "A."

SECTION 6: SCRIVENER'S ERRORS

Corrections of typographical errors which do not affect the intent of this rezoning may be authorized by the County Manager, or the County Manager's designee, without need of public hearing, by filing a corrected ordinance with the County Clerk.

SECTION 7: SEVERABILITY

If any provision or portion of this Ordinance is held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 8: EFFECTIVE DATE

This Ordinance shall take effect upon the adoption of this Ordinance by the Glades County Board of County Commissioners, and upon a filing of a certified copy hereof with the Florida Department of State.

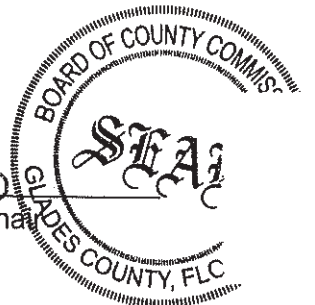
The foregoing Ordinance was offered by Commissioner Whidden, who moved its adoption. The motion was seconded by Commissioner Sapp, and upon being put to a vote, the vote was as follows:

Timothy (Tim) Stanley	<u>Yes</u>
Donna Storter Long	<u>Absent</u>
Hattie Taylor	<u>Yes</u>
Jerry Sapp	<u>Yes</u>
Tony Whidden	<u>Yes</u>

This Ordinance was duly passed and adopted on the 23 day of January, 2023.

GLADES COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: [Signature]
Timothy (Tim) Stanley, Chair



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
Richard W. Pringle, County Attorney

ATTEST:

[Signature]
Tami P. Simmons, Clerk of Courts
or her designee

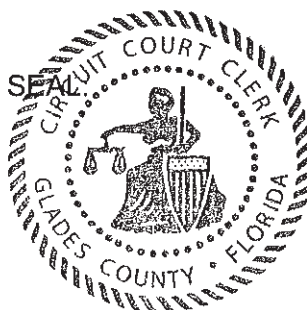


EXHIBIT "A"

LEGAL DESCRIPTION:

(PARCEL 1)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST
THENCE NORTH 89°29'59" EAST ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 823.40
FEET TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 4;

THENCE NORTH 00°27'22" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1368.10 FEET TO A POINT
ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON FLORIDA'S
DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAINTENANCE MAP, MAP SECTION 05020-000,
DATED AUGUST OF 2014; THE FOLLOWING FOUR CALLS ARE ALONG SAID SOUTH RIGHT-OF-WAY LINE;

1)THENCE NORTH 57°49'47" EAST, A DISTANCE OF 3681.45 FEET TO THE POINT OF BEGINNING;

2)THENCE NORTH 57°49'47" EAST, A DISTANCE OF 2072.29;

3)THENCE NORTH 57°48'46" EAST, A DISTANCE OF 2770.06;

4)THENCE NORTH 57°49'26" EAST, A DISTANCE OF 3460.71 TO A POINT OF INTERSECTION WITH THE
WESTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S ACCESS ROAD
FOR STRUCTURE (S-127); THE FOLLOWING THREE CALLS ARE ALONG SAID WESTERLY AND SOUTHERLY
RIGHT-OF-WAY LINE;

1)THENCE SOUTH 32°10'34" EAST, A DISTANCE OF 398.89;

2)THENCE NORTH 57°49'57" EAST, A DISTANCE OF 597.92;

3)THENCE SOUTH 32°16'04" EAST, A DISTANCE OF 2733.87 TO A POINT OF INTERSECTION WITH THE
NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48), SAID POINT ALSO BEING ON THE SOUTH LINE OF
SECTION 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST;

THENCE SOUTH 89°34'44" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48) ALSO
BEING THE SOUTH LINE OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST, A DISTANCE OF 2160.98;

THENCE SOUTH 45°26'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48), A
DISTANCE OF 6438.67;

THENCE NORTH 59°53'11" WEST, A DISTANCE OF 1050.18;

THENCE NORTH 38°57'14" WEST, A DISTANCE OF 2464.28 TO THE POINT OF BEGINNING;

LESS AND EXCEPT

A STRIP OF LAND LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST ALSO LOCATED
IN SECTIONS 34 AND 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST, GLADES COUNTY, FLORIDA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST, THENCE SOUTH 00°25'09" EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1129.30 FEET TO THE BASELINE OF SURVEY OF STATE ROAD NUMBER 78 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT-OF-WAY MAINTENANCE MAP, MAP SECTION 05020-000 DATED OCTOBER 2014;

THENCE CONTINUE SOUTH 00°25'09" EAST ALONG SAID EAST LINE OF SECTION 4, A DISTANCE OF 38.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT-OF-WAY MAINTENANCE MAP, THE FOLLOWING 3 COURSES WILL BE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID POINT IS ALSO THE POINT OF BEGINNING.

1)THENCE NORTH 57°49'47" EAST, A DISTANCE OF 438.75 FEET;

2)THENCE NORTH 57°48'46" EAST, A DISTANCE OF 2770.07 FEET;

3)THENCE NORTH 57°48'41" EAST, A DISTANCE OF 3460.71 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S (S.F.W.M.D.) ACCESS ROAD FOR STRUCTURE 127 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA;

THENCE SOUTH 32°10'34" EAST, ALONG SAID WEST LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S (S.F.W.M.D.) ACCESS ROAD FOR STRUCTURE 127 AND THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THB PUBLIC RECORDS OF GLADES COUNTY, FLORIDA, A DISTANCE OF 44.15 FEET;

THENCE SOUTH 57°30'40" WEST, A DISTANCE OF 1210.02 FEET;

THENCE SOUTH 32°10'34" EAST, A DISTANCE OF 8.40 FEET;

THENCE SOUTH 59°15'09" WEST, A DISTANCE OF 393.13 FEET;

THENCE SOUTH 72°40'00" WEST, A DISTANCE OF 51.73 FEET;

THENCE SOUTH 58°05'19" WEST, A DISTANCE OF 1807.71 FEET;

THENCE SOUTH 57°49'12" WEST, A DISTANCE OF 4839.15 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA;

THENCE NORTH 38°57'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 27.19 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT-OF-WAY MAINTENANCE MAP;

THENCE NORTH 57°49'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1633.54 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING IN GLADES COUNTY, FLORIDA

EXHIBIT "B"

Property Development Regulations

PD INTENT AND PURPOSE

I. PURPOSE AND INTENT OF PROPOSED DEVELOPMENT

The purpose of the Planned Development District approved by Ordinance 2020-3 was to provide for a single-family residential development with neighborhood commercial uses with the intent of providing a positive impact on Glades County and both current and prospective residents. The rezoning application is to amend the previously approved Planned Development District to:

- A. Increase the maximum residential density to the maximum approved residential density described herein
- B. Add permitted, accessory and ancillary uses to the existing list of approved uses for the Glenn Harvey Planned Development Zoning District approval in RZ18-04, as follows:
 - 1. Residential uses:
 - a. Dwellings, two-family attached*
 - b. Dwellings, hybrid*
 - c. Dwellings, townhouses*
 - d. Dwellings, multiple-family
 - e. Accessory apartment/guest house
 - f. Accessory Public Utility Facilities
 - g. Houses of Worship
 - h. Recreation Outdoors, such as parks and docks for resident use
 - i. Ritual Bathhouses

*See information below for a further definition of the dwelling types.

- 2. Neighborhood Commercial uses:
 - a. Houses of Worship
 - b. Mixed use (retail, office and/or residential)
 - c. Public Service uses (as listed in this Schedule of Permitted uses below)
 - i. Colleges, vocational and non-vocational
 - ii. Communication facilities, services, towers, transmitting facilities
 - iii. Emergency Medical Services, public and private
 - iv. Government buildings, including emergency facilities, libraries, etc.
 - v. Hospitals
 - vi. Public Utility Facilities

- vii. Schools, public and private (maximum of two (2) schools; maximum enrollment of 600 students per school)
- viii. Water and Sewer Facilities, public and private
- ix. Utility Facilities, public and private
- d. Recreation Outdoors, such as parks and docks for resident use
- e. Restaurants without drive-through (the “Restaurants with drive-through” use is currently permitted; this would allow for non-drive through restaurants as well)
- f. Ritual Bathhouses

II. DESCRIPTION OF THE CHARACTER OF THE PROPOSED DEVELOPMENT

The development proposed by the previous ordinance would result in the development of approximately 525 acres of agricultural lands with single-family residential and neighborhood commercial uses. The intent was to provide for single-family residential units, open space, bicycle and pedestrian paths around the lakes and picnic areas and plazas, and a neighborhood commercial area near the entrance to provide convenient services to the residents, local area, and travelers.

All development on site was to be (and will still be) constructed in accordance with federal, state, and county regulations, with federal, state, and county regulations controlling over anything to the contrary in the Planned Development zoning approval. The Applicant was required (and is still required) to obtain satisfaction of all required federal, state, or county permits. Similarly, the Applicant was required (and is still required) to obtain permits to connect to existing county facilities prior to development. A site development plan was to be (and must still be) approved by Glades County Community Development prior to development onsite. To satisfy the requirement, the Applicant was required (and is still required) to meet the Glades County building plan application requirements.

The entirety of the property subject to Ordinance 2020-3 was sold to the Applicant, who purchased the property with the intention of building a similar community to that which was previously approved. As noted above, the reason for the request for an amendment to the Planned Development District is to increase the residential density and add additional permitted and accessory uses, including but not limited to a variety of dwelling types (single-family, two-family attached, hybrid, townhouses, and multiple-family). The following is a comparison of the previously approved versus proposed development parameters.

	PREVIOUSLY APPROVED	PROPOSED
Total Residential Area	359.83 acres	220.93 acres
Total Residential Units	482 single family detached	1300 total (840 single family and 460 multi-family/single-family attached)
Gross Residential Density	1.13 du/acre	2.48 du/acre
Total Commercial Area	37.90 acres	25.57 acres
Non-Residential Intensity/FAR	0.18	0.30 (See Note)
Total Open Space	174.2 acres	197.18 acres
Percentage Open Space	33.2%	37.56%

Note: For designated non-residential areas only. Development within the Planned Development will not exceed the residential density, non-residential floor area, or maximum school enrollment contained in the submitted traffic analysis dated October 24, 2022, without demonstrating that total combined trip generation will remain within the maximum calculated trips. The traffic analysis dated October 24, 2022, includes provisions for:

- 840 single-family homes
- 460 multi-family/single-family attached homes
- 254,000 sf various shopping areas (commercial retail space)
- 80,000 sf commercial office
- 31,000 sf synagogues/shuls
- 2 private schools with a total of 1200 students
- 0.3 FAR on designated non-residential areas

III. EXPLANATION OF CONFORMANCE WITH COMPREHENSIVE PLAN

The proposed Planned Development amendment request is in conformity (consistent) with characteristics of the following elements, goals, objectives, and policies of the Glades County Comprehensive Plan, and is similar to that presented when the original Planned Development zoning was approved:

A. Future Land Use Element

Policy I-1.3A: A diversity of land uses is encouraged to provide for the housing, retail and wholesale trade, working, institutional, recreational, agricultural, and industrial and public utility needs of the residents of Glades County.

Policy I-1.4F: Land use definitions, densities and intensities of the Future Land Use Map series are as follows:...

Transition: Mixed Use Areas in which the present primary use is agricultural, but which have scattered residential and nonresidential use areas and are

likely to be infilled with additional residential uses. This category will not include more than 2.5% of the total land area of Glades County. The maximum densities are a gross residential density of 12 residential units per acre and the maximum floor to area ratio for non-residential uses shall be 0.3.

This request to amend the Planned Development to increase density and add additional permitted and accessory uses is consistent with this policy of the Glades County Comprehensive Plan. If approved, the proposed Planned Development Amendment will add to the diversity of land uses previously approved and will increase the number of residential dwelling units permitted, while still staying well under the maximum gross residential density of twelve (12) dwelling units per acre and maximum floor to area ratio of 0.3 for non-residential uses permitted in the Transition Future Land Use Category, as established in Policy I-1.4F of the Comprehensive Plan.

B. Traffic Circulation Element

Policy II-1.1D: The County shall regulate development to maintain the level of service standard of "C", or better, peak hour, on all County and State arterials and collectors, and shall expend and promote FDOT to expend funds necessary to maintain, expand, or create roads to maintain this LOS through the continuing 5 Year Capital Improvement Program. Special Transportation Areas may be created for limited areas, or times, with lower LOS than C, but will be identified and approved through comprehensive plan amendments.

The proposed development, as amended through the Planned Development amendment process, will be consistent with this policy. A turn lane has been permitted with the Florida Department of Transportation (FDOT) for Phase 1. The application's Traffic Analysis prepared by O'Rourke Engineering & Planning demonstrates that the proposed development will not adversely affect the current LOS for SR-78 for Phase 1. Future phases may require additional improvements, which will be coordinated with Glades County and FDOT.

In addition to external improvements, the development, as currently proposed, provides for the construction of internal roads and accessways to allow for internal trip capture between the residential and neighborhood commercial and public uses in an attempt to prevent adverse impact on surrounding properties.

C. Infrastructure Element

Policy IV-1.1A: The following level-of-service standards (for sanitary sewer facilities, potable water facilities, solid waste facilities, stormwater management facilities, and flood protection) are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development:....

Development onsite will not exceed the Policy's established levels of service standards for sanitary sewer facilities, potable water facilities, solid waste facilities, stormwater management facilities, or flood protection. The Applicant will coordinate development with the necessary public service providers to ensure the development does not overload County facilities. Onsite community wastewater collection and treatment and disposal systems will be used until public facilities become available.

The Applicant will coordinate potable water needs with the Okeechobee Utility Authority. The potable water demand of the site at build out will not exceed the capacity provided by the Okeechobee Utility Authority.

Solid waste collection will be coordinated with a contracted solid waste disposal contractor who is authorized to do business in Glades County. Stormwater runoff requirements will be satisfied by construction of the surface water management system as approved by South Florida Water Management District Permit Number 22-101892-P (conceptual approval for Phases 2 and 3) and Permit Number 22-101893-P (construction approval for Phase 1), which will be modified as needed to address the change in layout shown on the proposed Conceptual Master Plan and use types as described above. Phase 4 will be permitted separately in the future.

The requirements of the Glades County Flood Plain Ordinance and the Florida Building Codes shall apply to all construction within the development.

The table below describes the minimum Level of Services that will be provided for the described utilities.

Facility Type	Level-of-Service (LOS)
Sanitary Sewer Facilities	100 gallons per capita per day*
Potable Water Facilities	125 gallons per capita per day*
Solid Waste Facilities	4.5 – 7.0 pounds per capita per day
Stormwater Management Facilities System	Historic discharge for 25 year – 3 day storm event Water Quality Standards contained in Ch. 17-3, F.A.C. and the Design Standards contained in Ch. 17-25, F.A.C.
Flood Protection for Buildings	100 year 3-day storm event

D. Economic Development Element

Objective X-1.1: Promote Glade County's Location for Economic Development and Job Creation Projects. Glades County will promote its location within the center of South Florida's population of permanent residents, seasonal residents and visitors/tourists (Orlando and Tampa southward to Miami and Naples). The County is within a two and one half hour drive by truck or automobile to six international airports and five seaports. Four of the airports accommodate both passengers and cargo, while four of the seaports accommodate freight and major cruise lines.

Objective X-1.6: Promote and support becoming a center for Tourism. With more than 30 miles of Lake Okeechobee shoreline, 60 miles of Caloosahatchee River frontage and 52 miles of paddling trails on pristine Fisheating Creek, Glades County offers outdoor tourism assets that are unparalleled in Florida, for birders, bicyclists, boaters, hunters, fishermen, canoeists, and kayakers.

Approval of the Planned Development Amendment request is consistent with these objectives as the site is adjacent to the Rim Canal with access to Lake Okeechobee through the Buckhead Ridge boat locks. This project will provide permanent residential units as well as a neighborhood commercial area and public service uses for the residents and surrounding

communities and will showcase access to recreation opportunities for homeowners and second homeowners including proximity to Lake Okeechobee. Attracting permanent residents to the County allows potential businesses to be established to serve a growing population base in the County.

IV. DESCRIPTION OF PROPOSED METHODOLOGY FOR MANAGING STORMWATER RUNOFF

Stormwater runoff requirements will be satisfied by construction of a surface water management system as approved by South Florida Water Management District Permit Number 22-101892-P (conceptual approval for Phases 2 and 3) and Permit Number 22-101893-P (construction approval for Phase 1), which will be modified as needed to address the change in layout shown on the proposed Conceptual Master Plan and use types as laid out above. Phase 4 will be permitted separately in the future.

PD PHASING SCHEDULE

The Applicant proposes to amend the PD Phasing Schedule included on Exhibit "B" of Ordinance 2020-3 to provide for four (4) designated phases, as opposed to three (3) designated phases with one (1) undesignated phase, and to provide for an onsite community wastewater treatment system until such time as public service is available. The identification of each of the four (4) phases shall be as set forth on the binding Conceptual Master Plan attached hereto and made a part of hereof.

For ease of reference, the following sets forth the previously approved PD Phasing Schedule, updating out of date or incorrect references and removing reference to the exhibits included with Ordinance 2020-3, which will be replaced by the exhibits to this newly approved ordinance, all of which will be binding upon the subject property described in Exhibit A. Given that a Developer's Agreement has already been approved for this Planned Development, references to entering into a Developer's Agreement have been replaced with references to amending the existing Developer's Agreement to address the changes presented by the changes approved by this Ordinance. An amended Developer's Agreement to address the amendments to the Planned Development approval granted by this Ordinance will be negotiated and entered into by the landowner with the County.

Site development shall occur as described in the Conceptual Master Plan attached here to and made part hereof and, as set forth above, will occur in four (4) phases. Should proposed future development plans for future phases differ from the approved Conceptual Master Plan, the Developer shall meet with the County Staff to determine if the proposed changes constitute a minor modification or an amendment of the approved Conceptual Master Plan of the Planned Development, pursuant to Section 125-174(j), *Revisions to approved planned development ordinances*, of the Glades County Code of Ordinances (the "LDC"). Each phase will be submitted for final subdivision plat approval and for all other required government agency approvals prior to any development. The Conceptual Master Plan is binding upon the future development of the property. Identified in each phase below are the requirements specific to each phase. Development requirements that apply equally to the overall proposed development are detailed in the *Property Development Regulations* described herein.

Except for all improvements to SR-78 associated with Access Point #1 and Access Point #2, notwithstanding anything else contained herein to the contrary, all infrastructure construction requirements and all permitting requirements of Glades County and all agencies related to the construction of all infrastructure must be completed or financial assurances as required by Chapter 137 of the LDC must be provided to Glades County prior to the issuance of the first building permit for non-infrastructure (vertical) construction for that phase unless otherwise provided for in the amended Developer's Agreement. A copy of Chapter 137 of the LDC is attached hereto as Exhibit D.

The following are the basic infrastructure commitments contained in the current approval, as amended herein, that will be carried forward with this project and described in the amended Developer's Agreement:

I. PHASE 1

A. Roads: The Developer shall:

1. Construct the internal roadways and the external roadway improvements required for each phase of development to comply with Glades County and state standards based upon an analysis of the traffic that will be generated by each phase of the development and providing the financial assurance for the project's required roadway improvements for each phase of development, including providing for roadway maintenance, pursuant to Chapter 137 of the LDC, especially regarding Section 137-6 concerning financial assurances for improvements
2. Construct the Phase 1 roadway improvements pursuant to Glades County and state standards which must be completed prior to the issuance of a building permit for vertical construction in Phase 1 with appropriate financial assurances being provided by Developer to Glades County as required by Chapter 137 of the LDC. The first access point shown in Phase 1 on the Conceptual Master Plan will be permitted, constructed, and in operation prior to Development Order approval for Phase I. The second access point shown in Phase 1 on the Conceptual Master Plan will be permitted, constructed, and in operation prior to the issuance of the first Certificate of Occupancy.

B. Wastewater: The Developer shall:

1. Construct an onsite community wastewater collection and treatment system at Developer's cost and at no cost to Glades County with appropriate financial assurances provided to Glades County as provided in the amended Developer's Agreement as described in Chapter 137 of the LDC that will be used for wastewater collection and treatment until public service is available.
2. Install wastewater collection lines for each Phase before or during the site development process for each Phase.

3. Provide in the master property owners association's declaration of covenants, conditions and restrictions for the development, or other comparable binding documentation on the property owners, that property in each Phase shall connect to a public wastewater utility service if and when it becomes available.

- C. **Property Owners Association:** The Developer shall create a master property owners association and all related documentation.

II. PHASE 2

- A. **Roads:** The Developer shall provide a traffic study for Phase 2 and construct all roadway improvements (internal and external) that are required to meet all state and county standards based upon an analysis of the traffic that will be generated by Phase 2 of the development with construction to occur prior to the issuance of a building permit for vertical construction in Phase 2, with financial assurances being provided by Developer to Glades County as required by Chapter 137 of the LDC.
- B. **Wastewater:** The Developer shall connect to a public wastewater utility system if available. Until a public wastewater utility system is available, Phase 2 will be served by the onsite community wastewater treatment system constructed during Phase 1. Wastewater collection lines for Phase 2 will be installed prior to the issuance of a building permit for vertical construction in Phase 2, with financial assurances being provided by Developer to Glades County as required by Chapter 137 of the LDC.

III. PHASE 3

- A. **Roads:** The Developer shall provide a traffic study for Phase 3 and construct all roadway improvements (internal and external) that are required to meet all state and county standards based upon an analysis of the traffic that will be generated by Phase 3 of the development with construction to occur prior to the issuance of a building permit for vertical construction in Phase 3, with financial assurances being provided by Developer to Glades County as required by Chapter 137 of the LDC.
- B. **Wastewater:** The Developer shall connect to a public wastewater utility system if available. Until a public wastewater utility system is available, Phase 3 will be served by the onsite community wastewater treatment system constructed during Phase 1. Wastewater collection lines for Phase 3 will be installed during the site development process prior to the issuance of a building permit for vertical construction in Phase 3, with financial assurances being provided by Developer to Glades County as required by Chapter 137 of the LDC.

IV. PHASE 4

- A. Roads:** The Developer shall provide a traffic study for Phase 4 and construct all roadway improvements (internal and external) that are required to meet all state and county standards based upon an analysis of the traffic that will be generated by Phase 4 of the development with construction to occur prior to the issuance of a building permit for vertical construction in Phase 4, with financial assurances being provided by Developer to Glades County as required by Chapter 137 of the LDC.
- B. Wastewater:** The Developer shall connect to a public wastewater utility system if available. Until a public wastewater utility system is available, Phase 4 will be served by the onsite community wastewater treatment system constructed during Phase 1. Wastewater collection lines for Phase 4 will be installed during the site development process prior to the issuance of a building permit for vertical construction in Phase 4, with financial assurances being provided by Developer to Glades County as required by Chapter 137 of the LDC.

The following is a more specific breakdown relative to the proposed sequence of development, with the caveat that the street names, as set forth below and on the attached Road Layout Map (Information Only), are provided for ease of reference only and are subject to change based on names submitted to and approved by E911:

I. PHASE 1

1. Access Point #1 to Lakefront Boulevard with associated infrastructure.
2. Basins to the north and south of Lines Street with associated infrastructure, including drainage lines and structures.
3. Swales and perimeter berm.
4. Lakefront Boulevard with associated infrastructure, including utilities and drainage.
5. Lines Street with associated infrastructure, including utilities and drainage.
6. North part of School Boulevard from Lines Street to SR-78 and Access Point #2 with associated infrastructure, including utilities and drainage.
7. Sewer plant, sewer vacuum station, and water booster pump station and associated infrastructure.
8. Houses along Lines Street and adjacent parks.
9. School to the south of the sewer plant with associated infrastructure, including parking area and drainage.
10. Park to the south of the sewer plant with associated infrastructure.
11. Blossom Street, Cherry Street, Dobbs Street with associated infrastructure, including utilities and drainage.
12. Soul Street with associated infrastructure, including utilities and drainage.
13. Synagogue (House of Worship) and related buildings and infrastructure, including parking area and drainage.
14. Houses along Blossom Street, Cherry Street, and adjacent parks with associated infrastructure.
15. Supermarket in the commercial space to the east of Lakefront Boulevard with associated infrastructure, including parking area and drainage.

16. Basin adjacent to School Boulevard with associated infrastructure, including drainage lines and structures.
17. Palm Street and Steve Street with associated infrastructure, including utilities and drainage.
18. Houses along Palm Street and Steve Street.
19. Office space to the west of Lakefront Boulevard with associated infrastructure, including parking area and drainage.
20. Remainder of School Boulevard with associated infrastructure, including drainage and utilities.
21. Meadow Street, Farmers Street, Amber Street, Parkside Street, and Canal Way with associated infrastructure, including utilities and drainage.
22. School to the north of Meadow Street with associated infrastructure, including parking area and drainage.
23. Houses along Meadow Street, Farmers Street, Draft Street, Parkside Street, Canal Way and adjacent parks including the large park adjacent to School Boulevard, with associated infrastructure.
24. Monday Street and Berm Street with associated infrastructure, including utilities and drainage.
25. Houses along Monday Street and Berm Street.

II. PHASE 2

1. Basins in the center of Phase 2 with associated infrastructure, including drainage lines and structures.
2. Swales and perimeter berm.
3. Rise Boulevard, School Boulevard and west part of Canal Way with associated infrastructure, including utilities and drainage.
4. Houses along School Boulevard and Canal Way and adjacent parks with associated infrastructure.
5. Craft Street, Canoe Street, and Sun Street with associated infrastructure, including utilities and drainage.
6. Synagogue (House of Worship) with associated infrastructure, including parking area and drainage.
7. Houses along Craft Street and Canoe Street.
8. Commercial space to the east of Rise Boulevard with associated infrastructure, including parking area and drainage.
9. Shine Street and Water Street with associated infrastructure, including utilities and drainage.
10. Houses along Shine Street and Water Street and adjacent parks with associated infrastructure.
11. Access Point #3 to Rise Boulevard with associated infrastructure.
12. Circle Street, Gap Street, and the east part of Canal Way with associated infrastructure, including utilities and drainage.
13. Houses along Circle Street, Gap Street, and the east part of Canal Way and adjacent parks with associated infrastructure.
14. Building associated with Synagogue (Ambulance/EMS facility), with associated infrastructure.

III. PHASE 3

1. Basins to the east and south of Bell Street with associated infrastructure, including drainage lines and structures.
2. Swales and perimeter berm.
3. Soul Street and Surface Street with associated infrastructure, including utilities and drainage.
4. Houses along Soul Street and Surface Street and adjacent parks, with associated infrastructure.
5. Basin adjacent to the Phase 1 Synagogue (House of Worship) with associated infrastructure, including drainage lines and structures.
6. Basin Street, east part of Dobbs Street, and Bell Street with associated infrastructure, including utilities and drainage.
7. Houses along Basin Street, east part of Dobbs Street, and Bell Street and adjacent parks with associated infrastructure.
8. South part of Lakefront Boulevard, south part of Blossom Street, and Canal Way with associated infrastructure, including utilities and drainage.
9. Houses along Canal Way and adjacent parks with associated infrastructure.

IV. PHASE 4

1. Commercial space to the west of Rise Boulevard with associated parking area and drainage.
2. Basin at the center of Phase 4 with associated infrastructure, including drainage lines and structures.
3. Swales and perimeter berm.
4. Amber Street, Hatch Street, Faulty Street, Sketch Street, Stand Street, and Orange Street with associated infrastructure, including utilities and drainage.
5. Houses along Amber Street, Hatch Street, Faulty, Street, Sketch Street, Stand Street, and Orange Street and adjacent parks with associated infrastructure.
6. Moon Street, Moment Street, and Harvey Street with associated infrastructure, including utilities and drainage.
7. Houses along Moon Street, Moment Street, and Harvey Street and adjacent parks with associated infrastructure.
8. Williams Street and west part of Canal Way with associated infrastructure, including utilities and drainage.
9. Houses along Williams Street and west part of Canal Way and adjacent parks with associated infrastructure.

Schedule of Uses

PD PERMITTED, ACCESSORY, AND ANCILLARY USES

Permitted Uses: Permitted principal uses and structures in this district shall be:

Residential Uses

Dwellings:

Single-family

Two-family attached*

Hybrid*

Townhouses*

Multiple-family

Accessory apartment/guest house

Accessory Public Utility Facilities

Accessory Uses

Agriculture (but only on undeveloped parcels)

Forestry/Silviculture (but only on undeveloped parcels)

Home Occupation

Houses of Worship

Model Homes

Recreation Outdoors, such as parks and docks for resident use

Ritual Bathhouses

Neighborhood Commercial Uses

Agriculture (but only on undeveloped parcels)

Assembly, indoor only and affiliated with church (House of Worship)/youth center

Automobile Service Stations/Car Wash

Beauty and Barber Shops

Blueprint, Printing, Reproduction Services;

Bookstore

Business with Drive-through

Contractors/Construction Offices, no outdoor storage

Construction Material Sales, indoors only

Convenience Stores with Fuel

Day Care Facilities, Child and Adult

Drugstores

Dry Cleaning

Employment Agency

Florist

Grocery Store

Gun Range, indoor only

Houses of Worship

Lawn and Garden Supplies

Laundromat

Medical Offices

Micro-brewery

Mixed use building (retail, office and/or residential)

Museums

Offices and Business Services

Pet Stores

Public Service Uses

Colleges, vocational and non-vocational

Communication facilities, services, towers, transmitting facilities

Emergency Medical Services, public and private

Government buildings, including emergency facilities, libraries, etc.

Hospitals

Public Utility Facilities

Schools, public and private (maximum of two (2) schools; maximum enrollment of 600 students per school)

Water and Sewer Facilities, public and private

Utility Facilities, public and private

Recreation Indoors, such as gyms, dance studios, bowling alleys, arcades, and similar uses

Recreation Outdoors, limited to activities affiliated with church (House of Worship)/youth center such as basketball, baseball, volleyball, tennis, etc.

Recreation Outdoors, such as parks and docks for resident use

Repair Shops, small, non-automotive items, indoors only

Restaurants with and without drive-through

Retail Sales Establishments

Ritual Bathhouses

Signs, in accordance with LDC Chapter 133

Social Services

Studios

Theaters

Veterinary Clinic/Hospital, no outdoor boarding

Prohibited Uses:

No onsite sales, slaughterhouses, produce stands, or retail sales associated with an Agriculture or Farming use is permitted.

* See Property Development Regulations for definition of dwelling types.

Specific Standards and Criteria for the Overall Development

Property Development Regulations

I. OVERALL DENSITY/INTENSITY

Maximum Gross Residential Density will be 2.48 du/acre for a maximum of 1,300 dwelling units. Refer to the Conceptual Master Plan for each individual phase's Residential Density.

Maximum Floor Area Ratio for Non-Residential Uses Overall will be 0.30. This is limited to the designated Neighborhood Commercial areas only as per the Conceptual Master Plan. Please see attached Conceptual Master Plan. It is possible that an increase of the Max Floor Area Ratio for Non-Residential Uses up to 0.50 may be defined as a minor change under Section 125-174(j) of the LDC by the Community Development Director.

Maximum Primary and Secondary School Capacity is a maximum of two (2) public or private schools, with a maximum of six hundred (600) students per school. Sixty percent (60%) of the students in the two (2) schools will be elementary aged (kindergarten through eighth grade) and forty percent (40%) will be high school aged (ninth grade through twelfth grade).

II. RESIDENTIAL DESIGN STANDARDS

There are five (5) general categories of residential dwelling units that are contemplated for the property, each of which is defined as follows:

- A. Single-family – a building containing only one (1) dwelling unit for occupancy by one family only.
- B. Two-family attached – a single, freestanding, conventional building designed as two (2) dwelling units attached by a common wall or roof, but wherein each unit is located on a separate lot under separate ownership.
- C. Hybrid – a building that is configured as a two-family attached building, which may be comprised of the following (with capitalized terms defined below):
 - 1. One (1) Single Two-Story Unit and Two (2) Single-Story Units in which there would be a total of three (3) units, or
 - 2. Two (2) Two Single-Story Units in which there would be a total of four (4) units.

Note: See Figure 1 below for an example of a hybrid unit that contains one (1) single two-story unit on the right side of the building (a "Single Two-Story Unit") attached to two (2) single-story units (a bottom floor unit and a top floor unit) on the left side of the building ("Two Single-Story Units"). The intention is that the Single Two-Story Unit will be held in separate ownership from the Two Single-Story Units, but each of the Two Single-Story Units will be held under

Parking lots, delivery areas, loading docks and/or dumpsters shall meet LDC standards and shall be oriented away from residential uses internal to the planned development, unless a landscaped buffer is provided.

IV. RESIDENTIAL, COMMERCIAL, AND PUBLIC SERVICES USE DEVELOPMENT STANDARDS

A. Residential Single-Family

	Land Development Regulation Standards	Lakefront Estates Standards
Minimum Lot Size:	10,000 sq. ft./0.23 acres	6,000 sq. ft./0.14 acres
Minimum Lot Width:	80 feet	60 feet
Front Setback:	25 feet	20 feet
Rear Setback:	10 feet	20 feet
Side Setback:	7 feet	7 feet
ROW Setback:*	100 feet	100 feet
Maximum Building Height:	35 feet	35 feet
Maximum Lot (Building) Coverage:	40%	45%

B. Two-Family Attached, Hybrid, and Townhouses

	Land Development Regulation Standards	Lakefront Estates Standards
Minimum Lot Size:	10,000 sq. ft./0.23 acres	5,000 sq. ft./0.11 acres
Minimum Lot Width:	80 feet	50 feet
Front Setback:	25 feet	20 feet
Rear Setback:	10 feet	20 feet
Side Setback:	7 feet	7 feet/0 feet
ROW Setback:*	100 feet	100 feet
Maximum Building Height:	35 feet	35 feet
Maximum Lot (Building) Coverage:	40%	60%

C. Multiple-Family

	Land Development Regulation Standards	Lakefront Estates Standards
Minimum Lot Size:	6,222 sq. ft. /0.14 acres	6,222 sq. ft. /0.14 acres
Minimum Lot Width:	100 feet	100 feet
Front Setback:	25 feet	25 feet
Rear Setback:	10 feet	10 feet
Side Setback:	10 feet	10 feet
ROW Setback:*	100 feet	100 feet
Maximum Building Height:	35 feet	35 feet
Maximum Lot (Building) Coverage:	40%	75%

D. Commercial

	Land Development Regulation Standards (General Commercial)	Lakefront Estates Standards
Minimum Lot Size:	22,500 sq. ft.	22,500 sq. ft.
Minimum Lot Width:	150 feet	150 feet
Front Setback:	30 feet	20 feet
Rear Setback:	25 feet	25 feet
Side Setback:	10 feet	10 feet
ROW Setback:*	100 feet	100 feet
Minimum Yard Adjacent to Street:	25 feet	25 feet
Minimum Yard Adjoining Lot Lines in Residential District:	15 feet	15 feet
Maximum Building Height:	45 feet	45 feet
Maximum Lot (Building) Coverage:	90%	90%
Maximum Floor Area Ratio	0.3	0.3**

E. Public Service Uses and Houses of Worship/Synagogue Uses

	Land Development Regulation Standards	Lakefront Estates Standards
Minimum Lot Size:	N/A	10,000 sq. ft.
Minimum Lot Width:	N/A	100 feet
Front Setback:	N/A	20 feet
Rear Setback:	N/A	15 feet
Side Setback:	N/A	10 feet
ROW Setback:*	N/A	100 feet
Maximum Building Height:	N/A	35 feet
Maximum Lot (Building) Coverage:	N/A	80%

NOTES:

*ROW Setbacks are applicable to State Road 78 only and are to be measured from the centerline of State Road 78 as originally created (not as widened by the required FDOT donation).

**Maximum Floor Area Ratio (FAR) is limited to the designated neighborhood commercial areas only as per the Conceptual Master Plan. Please see attached Conceptual Master Plan.

V. Parking

USE	REQUIRED MINIMUM
Single Family	2 spaces per unit
Two-Family Attached	2 spaces per unit
Hybrid Single Two-Story Unit	2 spaces per unit
Hybrid Single-Story Unit	2 spaces per unit
Townhouse	2 spaces per unit
Multi-Family 1-3 bedroom	2 per dwelling
Multi-Family 4+ bedroom	2 per dwelling
Retail	1 space per 300 GSF
Office	1 space per 300 GSF
Restaurant	1 space per 300 GSF
Medical/ Indoor Recreation	1 space per 300 GSF
House of Worship/Synagogue	1 space per 100 GSF of main sanctuary space
Elementary School	1 space per classroom + 1 space per office
Senior High School	1 space per classroom + 1 space per office + 1 space per 6 students
College	1 space per classroom + 1 space per office + 1 space per 6 students
All Other Uses	As described/required in the LDC

VI. Landscaping

The proposed development will meet all of the requirements of the LDC.

PD ESSENTIAL FACILITIES AND INFRASTRUCTURE

The essential facilities and infrastructure needed to serve the site do not differ from those needed to serve the project previously approved and will include those further described below. To the extent that the previously approved Developer’s Agreement requires amendment to reflect any changes approved through the Planned Development Amendment process, the Applicant agrees to amend the Developer’s Agreement accordingly.

The Developer shall acquire a development order from the County at the beginning of each phase of the development for the construction of all of the essential facilities and infrastructure that will be required for the phase. The development order shall be acquired prior to the construction of any infrastructure improvements such as internal roads, utilities and drainage.

Except for all improvements to SR-78 associated with Access Point #1, Access Point #2, and Access Point #3, which are specifically addressed elsewhere, notwithstanding anything else contained herein to the contrary, all infrastructure and essential facilities construction requirements and all permitting requirements of Glades County and all agencies related to the construction of all infrastructure must be completed prior to the issuance of a building permit for vertical construction for the phase and financial assurances as required by Chapter 137 of the LDC must be provided to Glades County unless otherwise provided in the Amended Developer’s Agreement. A copy of Chapter 137 of the LDC is attached hereto as Exhibit D.

I. Roadways

Roadways will comply with the Glades County (the "County") Land Development Code (the "LDC") and County and state roadway standards. For each phase of development, the Developer will construct the internal roadways and the external roadway improvements that are required to comply with County and state standards based upon the analysis of traffic that will be generated by the new phase of development.

The Developer shall:

1. Acquire development order approval for each phase of development which obligates the Developer to construct the internal roadways and the external roadway improvements required for each phase of development to comply with Glades County and state standards based upon an analysis of the traffic that will be generated by each phase of the development and providing the financial assurance for the project's required roadway improvements for each phase of development and providing for roadway maintenance, pursuant to Chapter 137 of the LDC, especially regarding Section 137-6 concerning financial assurances for improvements (Exhibit "D"), and providing for future roadway maintenance through a Community Development District or a Property Owners Association.
2. Construct all improvements to SR-78 associated with Access Point #1 pursuant to Glades County and state standards, including a left-turn lane for westbound traffic which must be completed prior to development order approval for Phase 1.
3. Construct all improvements to SR-78 associated with Access Point #2 pursuant to Glades County and state standards prior to the first Certificate of Occupancy.
4. Except for all improvements to SR-78 associated with Access Point #1, Access Point #2, and Access Point #3, which are specifically addressed elsewhere, for each phase of development, the Developer shall construct the internal roadways and the external roadway improvements that are required to comply with Glades County and state standards based upon the analysis of traffic that will be generated by the new phase of development prior to the issuance of a building permit for vertical construction in each phase of development. The Developer shall also provide for the future maintenance of all essential facilities and infrastructure through a Community Development District (CDD) or a Property Owner's Association, or both, prior to final plat approval for Phase 1.

Financial assurances for all construction of roadways (internal and external) and related infrastructure will be required by the Developer's Agreement and provided to the County as described in Chapter 137 of the LDC.

II. Pedestrian and Bicycle Access

The Developer will extend the sidewalk along SR-78 once required by Florida Department of Transportation into the existing development, along the connecting drive, and connect into the commercial development. The sidewalk will integrate into a walkway system that extends throughout the project as required by the LDC. If the sidewalk is extended along the frontage of the subject site, within the SR-78 right-of-way, a pedestrian walkway will be extended from that sidewalk into the commercial development alongside the direct access way.

Bicycle paths are not proposed along the roadways in the residential portion of the development. Sidewalks will be provided as required by the LDC.

Financial assurances for all construction of pedestrian and bicycle infrastructure will be required by the Developer's Agreement and provided to the County as described in Chapter 137 of the LDC.

III. Potable Water

Potable water service to the site will be coordinated between the Developer and Okeechobee Utility Authority ("OUA") or other entity approved by the County. All lots used for residential, commercial, and public use purposes will be served with potable water from OUA or other entity approved by the County.

Financial assurances for all construction of potable water infrastructure will be required by the Developer's Agreement and provided to the County as described in Chapter 137 of the LDC.

IV. Sanitary Sewer

The Development Order for Phase 1 will include the required construction by Developer of an onsite community wastewater treatment system for the entire project together with wastewater collection lines for Phase 1 properties. Wastewater collection lines will be designed and installed during the site development process and approved as a part of the Development Order issued for each phase and the wastewater collection lines will continue to connect to the onsite system until public service is available. When available, wastewater treatment utility service will be provided by the OUA or other entity acceptable to the County.

Financial assurances for all construction of wastewater collection and treatment infrastructure will be required by the Developer's Agreement and provided to the County as described in Chapter 137 of the LDC.

V. Stormwater

Stormwater runoff will be addressed by construction of the surface water management system as approved by South Florida Water Management District Permit Number 22-101892-P (conceptual approval for Phases 2 and 3) and Permit Number 22-101893-P (construction approval for Phase 1), which will be modified as needed to address the change in layout shown on the Conceptual Master Plan approved by Ordinance No. 2022-11 and the changes in the uses approved in the new Schedule of Uses approved by Ordinance 2022-11. The surface water management system will be completed for each phase as a part of the construction of the infrastructure for the phase pursuant to the County Development Order for that phase. Phase 4 will be permitted separately in the future.

Financial assurances for all construction of stormwater collection infrastructure will be required by the Developer's Agreement to the County as described in Chapter 137 of the LDC.

VI. Electric Utility

Electric utility service will be available and provided to the site through Florida Power and Light. Financial assurances for all construction of electric utility infrastructure will be provided by a Developer's Agreement and provided to the County as described in Chapter 137 of the LDC.

VII. Lighting

All lighting for each subject site, outside of the residential lots, will be directed into the subject site. No direct glare will be visible beyond the boundary of the subject site. Shielding will be utilized to protect adjacent properties from light pollution. No lighting will be directed toward nor will light be directly visible from residential lots. Lighting will comply with the requirements of the LDC.

VIII. Garbage

Solid waste collection services will be contracted through a private hauler. No garbage containers for any commercial uses or development will be located along the boundary with residential uses or development without the required landscape buffer. Commercial development will provide dumpster-style waste receptacles and will be placed onsite in accessible locations and will comply with the requirements of the LDC.

IX. Off-street Loading

Along the boundary with residential lots, off-street loading will not occur prior to 8 AM or after 9 PM and all off street loading will comply with the requirements of the LDC.

X. Open Space

A minimum of thirty percent (30%) of open space will be provided within the residential portion of the development. Each phase will have access to the amenities within the project such as the open spaces, parks, docks, and private roads.

XI. Signage

The commercial development site will be allowed two hundred square feet (200 sq. ft.) of freestanding signage. Signs on the property will be oriented away from any abutting residential uses or development. On a sign with more than one face, each face will count toward total square footage. The sign may be placed within fifteen feet (15') of the front lot line. Each business can have an identification sign attached to the building above their front door or front window. Total square footage of each sign shall be no greater than twenty square feet (20'). All other signage will conform to Chapter 133 of the LDC.

XII. Master Property Owners Association and Declarations.

Prior to the issuance of the development order for Phase 1, the Developer will form a master property owners association as defined in Section 720.301, F.S. (the "Association") for the entire development property, and will simultaneously record in the Public Records of Glades County, Florida, a declaration of covenants, conditions and restrictions (the "Declaration") which will be binding on, and encumber, the real property and owners within each phase of the development property at such time as the plat is approved and recorded for that phase. Except for all improvements to SR-78 associated with Access Point #1, Access Point #2, and Access Point #3, which are specifically addressed elsewhere, all development and infrastructure to be constructed for a phase must be completed prior to the issuance of a building permit for vertical construction in the phase and the Developer must provide the financial assurances described in Chapter 137 of the LDC for that phase unless otherwise provided for in a Developer's Agreement with the County. Upon the approval and recording of each subsequent phase and plat, a joinder will be recorded subjecting the real property and owners within that phase to the Declaration and Association. The Declaration shall include the following provisions:

A. Common Area Maintenance: Either the CDD or the Association will control and will be responsible for the continuous maintenance of all of the common areas (to include, but not be limited to, infrastructure, utilities, drainage, private roads, sidewalks, open space, parks, community center buffers and surface water management) within the entire development. The wastewater collection and processing systems will likewise be under the control and responsibility of either the CDD or the Association unless or until that responsibility is transferred to the OUA or other entity approved by Glades County.

B. Roadways. Either the CDD or the Association will own and continuously maintain all of the internal roads in the entire development. Said roads will not be conveyed to the County or maintained by the County.

C. Irrigation, Landscape and Other Common Elements: Either the CDD or the Association will maintain the irrigation system, landscaped buffers, setbacks, sidewalks, all other common areas and the South Florida Water Management District mandated systems in the entire development, continuously and all in a good and workmanlike manner and all according to the development documents approved by the County and other regulatory agencies.

D. Buildings: The Association will maintain the exterior of all common buildings and improvements.

E. Mandatory Participation of Property Owners: The Association documentation will provide that, upon platting, all property owners of the platted area, both residential and commercial, will be obligated to be members of the Association and to abide by all of the requirements of the Association including future property use and maintenance and future funding of the maintenance of the development's common elements.

F. Enforcement: The Association documentation will include a provision granting to the County, the right, and power, but not the obligation, to enforce the Association rights and obligations described in the Association documents, including the Declaration.

Conditions of Approval

The following Conditions of Approval of the development approvals granted by Ordinance 2022-11 must be satisfied by the Developer. Failure to satisfy the following Conditions of Approval shall result in the development approvals granted by Ordinance 2022-11 becoming voidable in the sole discretion of Glades County.

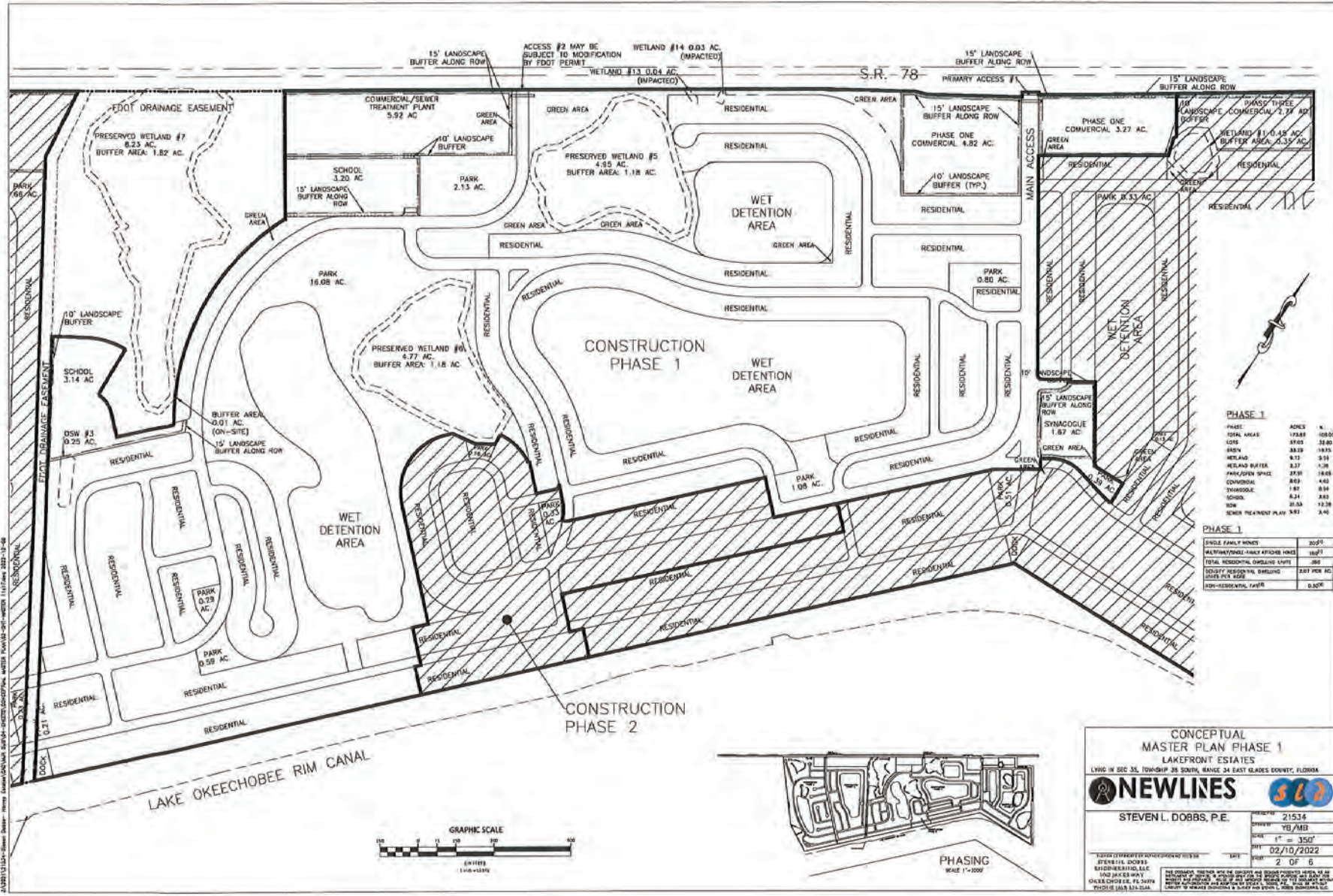
1. Requests for amendments to increase the residential density, non-residential intensity, and/or school enrollment shall include traffic analysis demonstrating that total trip generation will not exceed the maximums calculated in the submitted Traffic Analysis. Otherwise, a new traffic analysis shall be conducted to demonstrate maintenance of transportation concurrency, with the potential of additional transportation improvements to be required by the County as a result.
2. At time of each development order, the following table shall be provided with site plan submittal. Metrics for intensity and trip estimates shall be provided for any proposed uses not listed or included in the categories below:

Use Type	Use Density/Intensity	Daily Trips (ITE Estimate)	PM Peak Trips (ITE Estimate)
Number of dwelling units			
Commercial Floor Area (sf)			
School (number of students)			
Public/Institutional Floor Area (sf)			

3. In addition to the applicable building permit procedures, Glades County Planning Department and Building Department shall be notified of any reconfiguration of residential structures which results in an increase in the number of dwelling units.
4. The costs of all improvements, and their future maintenance, that are necessary to support the proposed development, including all necessary improvements related to roadways, pedestrian facilities, water management, potable water infrastructure, wastewater processing, wastewater

collection, and all other development proposed as part of this planned development rezoning approval, shall be borne by the Developer and guaranteed per the required Developer's Agreement.

5. Prior to the development of Phase 1, the Developer will form a master property owners association, as defined in Section 720.301, F.S., consistent with all statements and requirements of Ordinance 2022-11, including as provided in the section of Exhibit B entitled, "PD Essential Facilities and Infrastructure".
6. Upon issuance of first building permit, grazing and sod farming shall be the only permitted agricultural uses.
7. Final street names will be approved by E911 pursuant to the standards and procedures provided in Glades County Code of Ordinances, Chapter 58, Article III.
8. Sidewalks shall be required on one side of all internal rights-of-way or easements that provides access to residential units, recreational uses, neighborhood commercial, public uses and semi-public uses.
9. Off-street loading spaces shall be provided in conformance with the Glades County Land Development Code.
10. All improvements to SR-78 associated with Access Point #1 must be constructed to comply with Glades County and state standards and be completed prior to Development Order approval for Phase 1. All improvements to SR-78 associated with Access Point #2 must be constructed to comply with Glades County and state standards and be completed prior to issuance of the first Certificate of Occupancy. Financial assurances for the construction of Access Point #2 and related infrastructure will be provided by the Developer to the County as described in Chapter 137 of the LDC. No vehicle access to "Access Road" will be allowed.
11. Phase 2 proposed roadway improvements to SR-78, including all improvements associated with Access Point #3, must be completed prior to Development Order approval for Phase 2. Financial assurances for the construction of Access Point #3 and related infrastructure will be provided by the Developer to the County as described in Chapter 137 of the LDC.
12. Glades County Code of Ordinances shall govern for all development regulations and standards that are not specifically addressed in the Planned Development documents and Ordinance 2022-11.
13. Approval of Ordinance 2022-11 does not negate the Applicant's responsibility to obtain all other necessary approvals and permits from federal, state and local agencies. Development may not occur until all appropriate county, state, and federal permits and approvals have been obtained and evidence of same has been provided, in writing, to Glades County.
14. A Developer's Agreement (agreement) between the Developer/applicant and the County must be executed prior to final plat approval for Phase 1. The Developer is responsible for submitting the draft agreement to the County with the understanding that the County may/will revise the agreement to make it consistent with the Planned Development Rezoning approval in Ordinance 2022-11 as well as any applicable local, state and federal regulations. The Board of County Commissioners will approve the agreement on behalf of the County. The Developer's Agreement shall include, but not be limited to, setting forth a process acceptable to both the County and Developer by which plans for required infrastructure are submitted to the County for approval and bind Developer to adherence with all final standards, design and conditions as proposed in the submitted planned development application package and as approved through the Planned Development Rezoning process.



PHASE 1

PHASE	ACRES	%
TOTAL AREA	174.8	100.0%
LOTS	5903	33.8%
ROAD	3829	21.9%
WETLAND	9.2	5.3%
WETLAND BUFFER	3.7	2.1%
PARK/OPEN SPACE	27.9	15.8%
COMMERCIAL	8.8	5.0%
SYNAGOGUE	1.8	1.0%
SCHOOL	3.1	1.8%
ROW	0.3	0.2%
SEWER TREATMENT PLANT	5.9	3.4%

PHASE 1

SINGLE FAMILY HOMES	2024
MULTIFAMILY (TWO- AND FOUR-UNIT)	150
TOTAL RESIDENTIAL DEVELOPABLE UNITS	2174
DENSITY RESIDENTIAL BUILDING UNITS PER ACRE	124.3
HIGH-RESIDENTIAL UPHR	0.30%

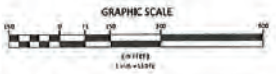
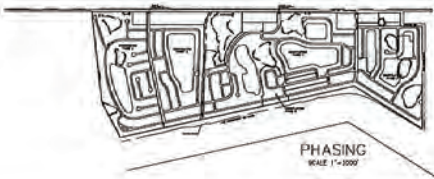
CONCEPTUAL MASTER PLAN PHASE 1
LAKEFRONT ESTATES
LYING IN SEC. 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST GLADES COUNTY, FLORIDA

NEWLINES

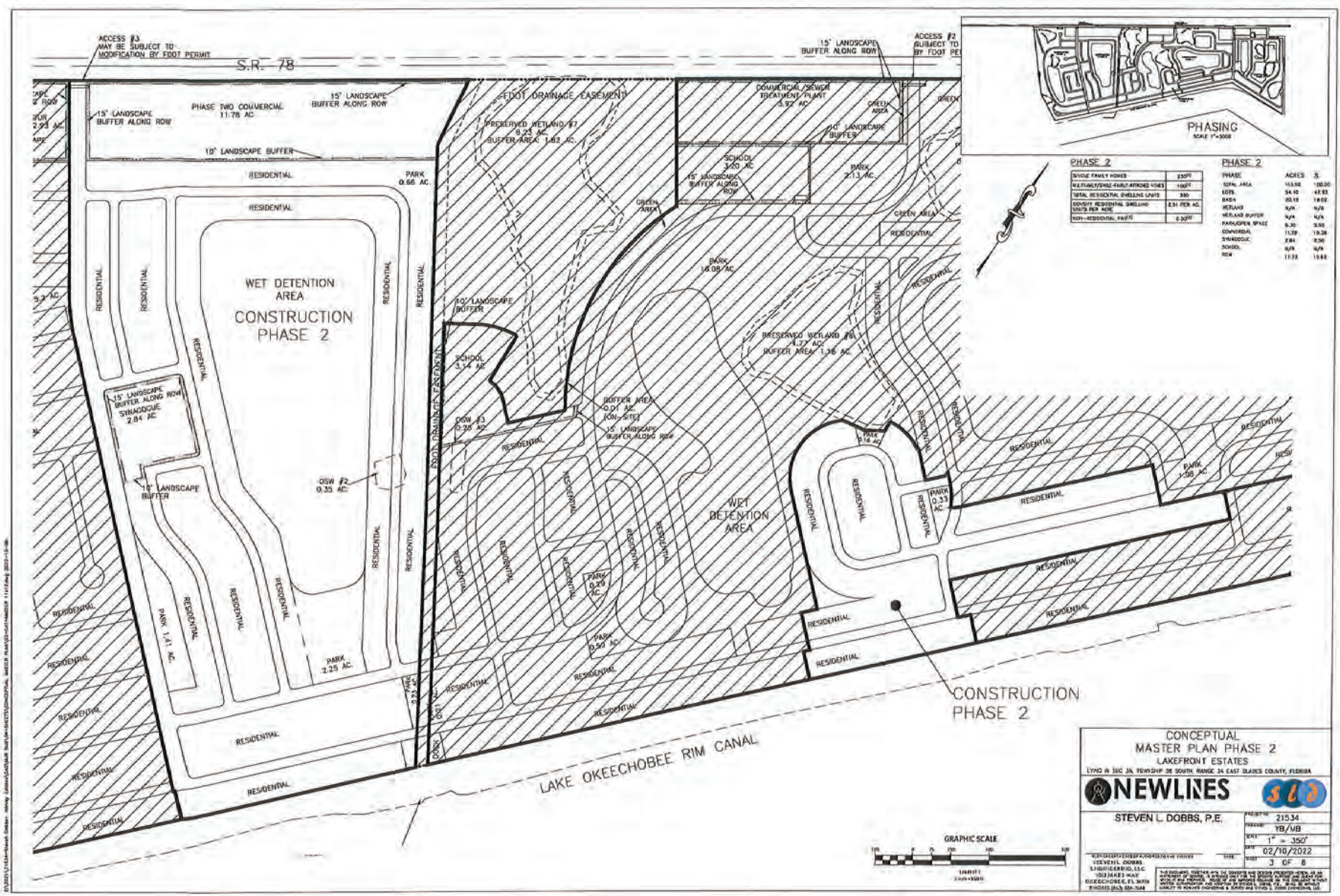
STEVEN L. DOBBS, P.E.

PROJECT NO.	21534
DESIGNED BY	YB/MB
SCALE	1" = 350'
DATE	02/10/2022
SHEET	2 OF 6

THIS DOCUMENT IS THE PROPERTY OF NEWLINES CONSULTING, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NEWLINES CONSULTING, INC. © 2022



1/20/2022 10:45 AM - Steven L. Dobbs, P.E. - 21534 - Lakefront Estates - Conceptual Master Plan Phase 1 - 1/10/2022 10:45 AM



PHASE 2		PHASE 2	
GRADE FAMILY HOMES	230PT	PHASE	ACRES
WETLANDS/PAVED (PAVED APPROX 1048)	1048PT	TOTAL AREA	113.90
TOTAL RESIDENTIAL DWELLING UNITS	330	EDFS	34.40
EDFS PER ACRE	2.91 PER AC	SALES	20.10
RESIDENTIAL	2.81	WELAND	N/A
NON-RESIDENTIAL	0.10	WELAND BUFFER	N/A
		MANUEVER SPACE	8.50
		COMMERCIAL	11.30
		SYNAGOGUE	2.84
		SCHOOL	N/A
		PARK	11.33
		ROW	19.85

CONCEPTUAL MASTER PLAN PHASE 2
LAKEFRONT ESTATES
LYVIG W SEC 3N TOWNSHIP 38 SOUTH RANGE 34 EAST BREVARD COUNTY, FLORIDA

NEWLINES

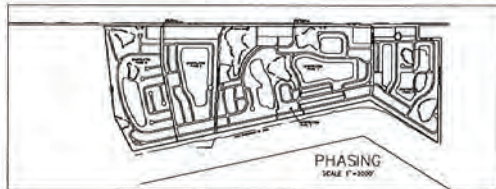
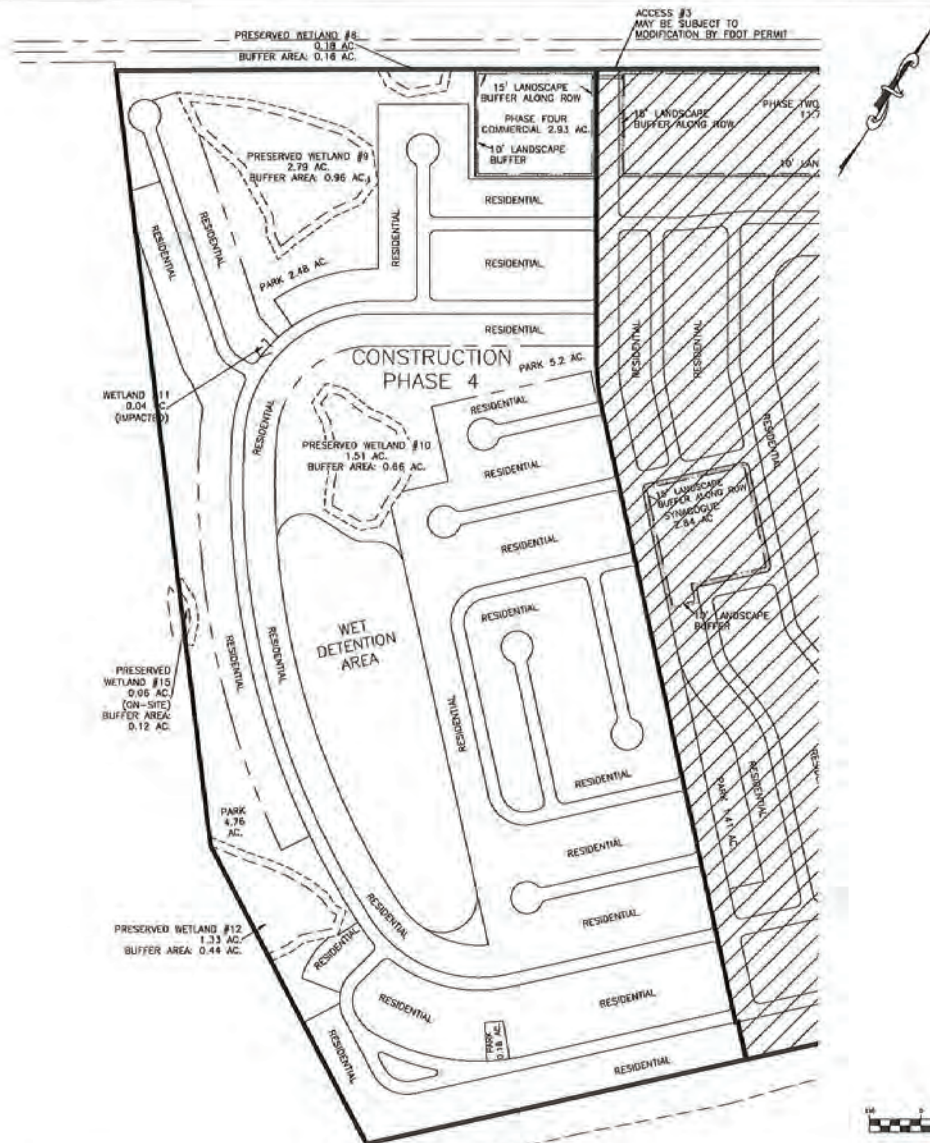
STEVEN L. DOBBS, P.E.

PROJECT NO.	21534
REVISION	YB/UB
DATE	1" = 350'
DATE	02/10/2022
SHEET	3 OF 6

PREPARED BY: STEVEN L. DOBBS, P.E.
DRAWN BY: STEVEN L. DOBBS, P.E.
CHECKED BY: STEVEN L. DOBBS, P.E.
PROJECT NO. 21534

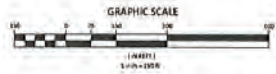
THIS DOCUMENT IS THE PROPERTY OF NEWLINES AND SHALL REMAIN THE PROPERTY OF NEWLINES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NEWLINES.





PHASE 4		PHASE 4	
WHOLE FAMILY HOMES	210'±	PHASE	ACRES
MULTIFAMILY/INFLX-IMPACTED HOUS	120'±	16% ANCH	106.22
TOTAL RESIDENTIAL BUILDING UNITS	330	160'S	65.79
ADULTY RESIDENTIAL BUILDING UNITS PER ZONE	331 PER AC	15.18	6.58
NON-RESIDENTIAL FLOOR	0.9075	WETLAND	9.97
		WETLAND BUFFER	2.34
		PARK/OPEN SPACE	18.61
		CONVECTION	2.53
		SYNAGOGUE	N/A
		SCHOOL	N/A
		NET	12.50

PLANNING/DESIGN/CONSTRUCTION SERVICES
 11/11/2022-12/15/2022



CONCEPTUAL MASTER PLAN PHASE 4
LAKEFRONT ESTATES

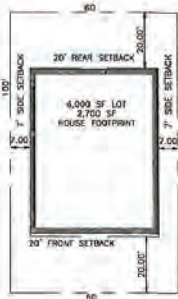
STEVEN L. DOBBS, P.E.

PROJECT NO.	21534
OWNER	YB/MB
SCALE	1" = 350'
DATE	02/10/2022
SHEET	5 OF 6

I, STEVEN L. DOBBS, P.E., CERTIFICATE NO. 12153, STATE OF FLORIDA, DO HEREBY CERTIFY THAT I AM THE REGISTERED PROFESSIONAL ENGINEER RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT SHOWN ON THIS PLAN. I AM NOT PROVIDING ANY PROFESSIONAL ENGINEERING SERVICES TO ANY OTHER PROJECTS AT THE SAME TIME AND PLACE AS THIS PROJECT.

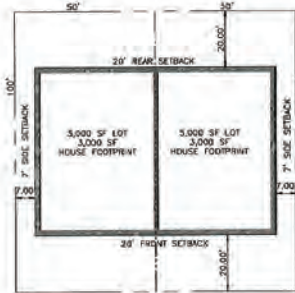
**ZONING DATA
RESIDENTIAL SINGLE FAMILY**

	REQUIRED
MIN. FRONT YARD SETBACK	20'
MIN. REAR YARD SETBACK	20'
MIN. SIDE YARD SETBACK	7'
MAX. BUILDING COVERAGE	60%
ACCESSORY BUILDING	5' FROM ALL SIDES
HEIGHT	35'



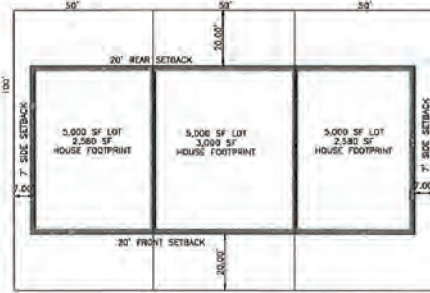
**ZONING DATA
RESIDENTIAL TWO FAMILY AND HYBRID**

	REQUIRED
MIN. FRONT YARD SETBACK	20'
MIN. REAR YARD SETBACK	20'
MIN. SIDE YARD SETBACK	7' OR 6"
MAX. BUILDING COVERAGE	60%
ACCESSORY BUILDING	5' FROM ALL SIDES
HEIGHT	35'



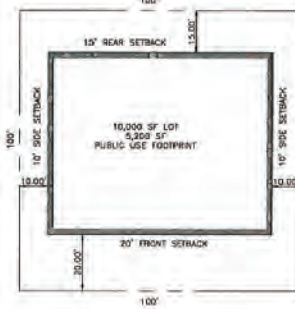
**ZONING DATA
RESIDENTIAL TOWNHOUSE**

	REQUIRED
MIN. FRONT YARD SETBACK	20'
MIN. REAR YARD SETBACK	20'
MIN. SIDE YARD SETBACK	7' OR 6"
MAX. BUILDING COVERAGE	60%
ACCESSORY BUILDING	5' FROM ALL SIDES
HEIGHT	35'



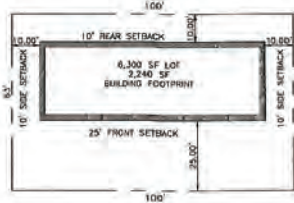
**ZONING DATA
PUBLIC USE**

	REQUIRED
MIN. FRONT YARD SETBACK	20'
MIN. REAR YARD SETBACK	15'
MIN. SIDE YARD SETBACK	10'
MAX. BUILDING COVERAGE	60%
ACCESSORY BUILDING	5' FROM ALL SIDES
HEIGHT	35'



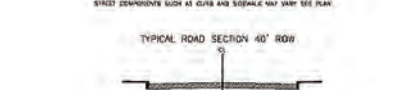
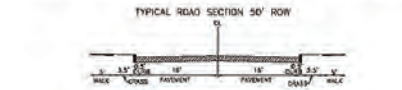
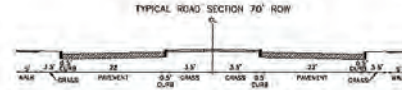
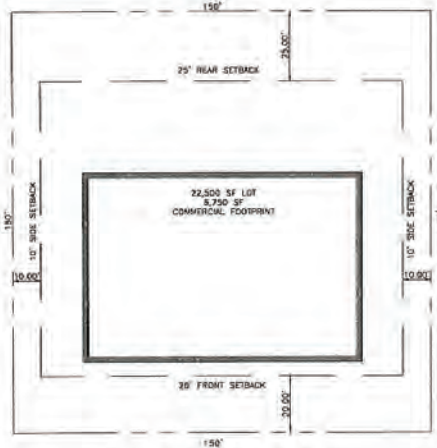
**ZONING DATA
RESIDENTIAL MULTIFAMILY**

	REQUIRED
MIN. FRONT YARD SETBACK	25'
MIN. REAR YARD SETBACK	10'
MIN. SIDE YARD SETBACK	10'
MAX. BUILDING COVERAGE	100%
ACCESSORY BUILDING	5' FROM ALL SIDES
HEIGHT	35'



**ZONING DATA
COMMERCIAL**

	REQUIRED
MIN. FRONT YARD SETBACK	25'
MIN. REAR YARD SETBACK	25'
MIN. SIDE YARD SETBACK	10'
MIN. YARD AREA TO BE OPEN	30%
MIN. YARD ACCESSORY USE CASES IN RESIDENTIAL ZONING	10'
MIN. YARD ACCESSORY USE CASES IN COMMERCIAL ZONING	5' FROM ALL SIDES
ACCESSORY BUILDING	5' FROM ALL SIDES
HEIGHT	40'



- NOTES:
1. STREET COMPONENTS SUCH AS CURB AND SIDEWALK MAY VARY, WILL BE PROVIDED BY CONSTRUCTION PLANS.
 2. SETBACKS WILL BE PROVIDED BY CONSTRUCTION PLANS.

- NOTES:
1. SIDEWALK ON AT LEAST ONE SIDE OF ALL THE ROW WILL BE SHOWN ON THE CONSTRUCTION PLANS.
 2. ALL DISPLAY OF GOODS FOR SALE WILL BE SETBACK A MINIMUM OF 25 FEET FROM THE PLANNED OCCUPMENT BOUNDARY.
 3. FINISHED LANDSCAPED BUFFER PLANS WILL BE PROVIDED ON THE CONSTRUCTION PLANS.
 4. EXISTING ACCESS TO THE SITE WILL BE USED AS AN EMERGENCY ACCESS UNLESS A SECONDARY ACCESS IS PERMITTED AND CONSTRUCTED.

CONCEPTUAL MASTER PLAN NOTES
LAKEFRONT ESTATES
LYNN SEC 10, TOWNSHIP 38 SOUTH, RANGE 34 EAST GLADES COUNTY, FLORIDA

NEWLINES

STEVEN L. DOBBS, P.E.

PROJECT	21534
DRAWN BY	YB/MB
DATE	AS SHOWN
DATE	02/10/2022
SHEET	6 OF 6

FOR INFORMATION OF ARCHITECT/ENGINEER ONLY
STEVEN L. DOBBS
ENGINEERING, LLC
100 JAMES WAY
OCEACHOBEE, FL 33454

THIS DOCUMENT CONTAINS THE DESIGN AND CONSTRUCTION DETAILS OF AN INTERIOR FINISH. THE ARCHITECT HAS REVIEWED THIS DOCUMENT FOR CONFORMANCE WITH THE DESIGN AND CONSTRUCTION DETAILS OF AN INTERIOR FINISH. THE ARCHITECT HAS REVIEWED THIS DOCUMENT FOR CONFORMANCE WITH THE DESIGN AND CONSTRUCTION DETAILS OF AN INTERIOR FINISH.

Chapter 137 - SUBDIVISIONS¹³¹

Footnotes:

--- (1) ---

State Law reference— Mandatory that land development regulations contain provisions that regulate the subdivision of land, F.S. § 163.3202(2)(a).

Sec. 137-1. - Purpose and intent.

- (a) This chapter is intended to provide systematic approach of dividing or combining parcels of land, consistent with F.S. ch. 177, as amended from time to time, and the county comprehensive plan.
- (b) This chapter will regulate the subdivision of land, when a plat is required by F.S. ch. 177, or a simple subdivision is created.
- (c) New lots not regulated by this chapter shall be issued permits for development, when the lots and proposed type of development are in conformance with the county land development regulations.
- (d) This article will establish standards of design that encourage the development of sound and economically viable communities. This will insure that development occurs in an orderly and consistent manner, and that necessary facilities are in place to serve the residents of the county.

(Ord. No. 2006-14, § 5(exh. 5, § 1), 5-9-2006)

Sec. 137-2. - Rules of construction and analogous words and terms.

- (a) For the purpose of this chapter, the following analogous words and terms shall be interpreted to have similar meanings when not inconsistent with the context:

Applicant includes the term "owner," and the word "owner" includes the word "applicant."

Constructed includes the terms "erected," "built," "installed," "rebuilt" and "repaired."

Lot includes the term "plot," "parcel" or "tract."

Street includes the term "avenue," "boulevard," "drive," "lane," "place," "road" or "way," or similar terms.

Structure includes the term "building."

- (b) Where this chapter refers to a specific federal, state or county agency, department or division, it shall be interpreted to mean "or any succeeding agency authorized to perform similar functions or duties."

(Ord. No. 2006-14, § 5(exh. 5, § 2), 5-9-2006)

Sec. 137-3. - Definitions.

The following definitions are in addition to those set forth in other chapters of this Code and are applicable to the provisions set forth in this chapter only. If when construing the specific provisions contained in this chapter, these definitions conflict with definitions found elsewhere in this Code, then the definitions set forth below will control. Otherwise the definitions contained elsewhere in this code will control. If a term is not defined the term must be given its commonly understood meaning unless there is a clear indication of an intent to construe the term differently from its commonly understood meaning.

Ex. D

Abut/abuts/abutting means any property that is immediately adjacent to or contiguous with a common boundary.

Access point means an accessway or driveway which provides vehicle access to a single parcel of land.

Access street means a street or road that runs generally parallel to a public street and is the primary access to properties that abut the public street. An access street is intended only to provide access to parcels existing when it is constructed and does not provide frontage for newly created parcels as would a local street. See also frontage street.

Accessway means land that is used or intended to be used for ingress or egress to abutting parcels of land and is not dedicated to the public. Accessways include access points to commercial, industrial and other types of developments, except a single parcel of land containing two or fewer dwelling units in a single structure.

Applicant means any individual, firm, association, syndicate, co-partnership, corporation, trust or other legal entity, or their duly authorized representative, conducting activities under this chapter.

Bicycle path and *bike path* mean a bike way physically separated from motorized vehicular traffic by an open recovery area or barrier and either lying within the highway right-of-way or within an independent right-of-way.

Bike way means any road, path or way which is specifically designated or intended to be open to bicycle travel, whether such facilities are intended for the exclusive use of bicycles or not.

Block means a group of lots, including a tier of lots, existing within well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barrier and having an assigned number, letter or other name by which it may be identified.

Board means the board of county commissioners.

Consultant means an architect, attorney, engineer, environmentalist, landscape architect, planner, surveyor or other person engaged by the developer to prepare documents required for a development order.

Contiguous. See abutting.

County means Glades County, Florida.

County engineer means a person employed by the county and licensed as a professional engineer in the state, being regulated by F.S. ch. 471; or a person licensed as a professional engineer in the state, being regulated by F.S. ch. 471, under contract with, or employed by a firm that is under contract with the county to perform engineering services.

Cul-de-sac means a street with a single common ingress and egress and with a turnaround at the end.

Current pertains to the regulations in effect at the time an application for a development order is presented for acceptance or approval.

Dead-end street means a street having only one end open for vehicular access and closed at the other end with no turnaround.

Decision of the development review director means any act of the county manager or his designee in interpreting or applying this article to a particular request for a requirement waiver, limited review processing, or a development order, or any other related request.

Density means an existing or projected relationship between numbers of dwelling units and land area.

DEP means the state department of environmental protection.

Developer means any individual, firm, association, syndicate, co-partnership, corporation, trust or other legal entity commencing development.

Development means any improvement to land, including but not limited to site work and the subdivision of land.

Development area means the total horizontal area of the development property less any area within any existing public street right-of-way or easement.

Development order means a document issued by the county development review director granting approval of the development based upon the submittal of the application for a development order, plans for development, plats and all other documentation as applicable and required by this chapter.

Development permit has the same meaning as given for that term in F.S. § 163.3164(7).

Direct access means that the access way, in the form of an easement driveway, or other type of street connects the property being divided to a street external to the original parcel and does not pass through or go past any property other than the one being divided.

Division and dividing of land means the act of describing, by metes and bounds, platting or otherwise, one or more parcels of land which are created from an original parcel or a combining of parcels for the purpose of conveying any interest in a parcel of land or the act of describing, by metes and bounds, platting or otherwise, an easement for access or right-of-way purposes.

Drainage system includes the roadside swales, curb and gutter, valley gutter, inlet piping, lateral swales and related structures used to collect and transmit stormwater runoff from streets and lots to the detention or retention areas and percolation areas.

Driveway means a type of access point which provides vehicle access from a street to a single parcel of land containing two or fewer dwelling units in a single structure and from which vehicles may legally enter or leave the street in a forward or backward motion.

Dwelling unit means a room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy, or for rental or lease on a weekly, monthly or longer basis, which is physically separated from any other rooms or dwelling units which may be in the same structure, and which contains sleeping and sanitary facilities and one kitchen. The term "dwelling unit" shall not include rooms in hotels, motels or institutional facilities.

Easement means a grant of a right to use land for specified purposes. It is a nonpossessory interest in land granted for limited use purposes. Where the term "easement" is preceded by the term "street" or any other adjective, the preceding term describes the easement's purpose.

Engineer means a professional engineer duly registered and licensed by the state.

Environmental resource permit means a permit issued by the South Florida Water Management District to construct improvements to land.

Expressway means an arterial highway, usually divided, designed for the safe and relatively unimpeded movement of large volumes of through traffic, with full or partial control of access and grade separations at most intersections.

FDOT means the Florida Department of Transportation.

FLUCCS means Florida Land Use, Cover and Forms Classification System.

Freeway means a divided arterial highway designed for the safe unimpeded movement of large volumes of traffic, with full control of access and grade separation at all intersections.

Frontage street means a type of access street which runs parallel to the adjacent arterial or collector street right-of-way and which separates the abutting properties from the right-of-way.

FWC means the Florida Fish and Wildlife Conservation Commission.

Highway means a collector or arterial street.

Impervious surface means those surfaces which do not absorb water, and includes all structures, driveways, streets, sidewalks, other areas of concrete, asphalt, compacted layers of lime rock or shell. In the case of storage yards, areas of stored materials constitute impervious surfaces.

Improvement to land means any change to land or to any structure on the land, and shall include any movement or grading of land, except grading which is incidental to the removal of exotic vegetation and which is not prohibited by other sections of this code; clearing of indigenous vegetation; and the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; provided, however, that any change to a building which does not involve a change in the building floor area shall not be deemed an improvement to land.

Indigenous native vegetation means those plant species that are characteristic of the major plant communities of the county. Areas where invasive exotic vegetation has exceeded 75 percent of the plant species by quantity will not be considered indigenous vegetation.

Intensity of use means the extent to which nonresidential land is used as measured in terms of square footage of buildings, impervious surfaces, traffic generation, water consumption and sewage created.

Intersection means the general area where two or more roads, streets, accessways or access points join or cross.

Landscape architect means a professional landscape architect duly registered and licensed by the state.

LBR means lime rock bearing ratio.

Lot means a parcel of land considered as a unit.

Lot area means the total horizontal area within the lot lines.

Lot, corner, means a lot located at the intersection of two or more streets where the corner interior angle formed by the intersection of the two streets is 135 degrees or less or a lot abutting a curved street if straight lines drawn between the intersections of the side lot lines and the street right-of-way or easement to the foremost point of the lot form an interior angle of less than 135 degrees.

Lot depth means the distance between the midpoints of the front lot line and the rear lot line. The midpoint of a curved front or rear lot line shall be considered to be the midpoint of a straight line connecting the points of its intersection with the side lot lines.

Lot, double-frontage, means any lot, not a corner lot or through lot, having two or more property lines abutting a street right-of-way or easement.

Lot, flag, means a lot not fronting on or abutting a street, and where access to the street is by a narrow private easement; or an L-shaped lot or other irregularly shaped lot which abuts and has access to a street but does not comply with the minimum frontage requirements of the zoning district.

Lot frontage means the distance measured along a straight line between the points of intersection of the side lot lines with the street right-of-way or easement.

Lot, interior, means any lot not defined as a corner, double-frontage or through lot.

Lot line means a line which delineates the boundary of a lot.

Lot line, front, means the lot line which divides the lot from a street right-of-way or easement.

Lot line, rear, means that lot line which is parallel to or concentric with and most distant from the front lot line of the lot. In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to or concentric with and at the maximum possible distance from the front lot line shall be considered to be the rear lot line. In the case of a through lot, there shall be no rear lot line. In the case of a through frontage lot, the line directly opposite from the front line shall be designated as either a rear line or a sideline depending upon the designation of the adjacent property. In the case of corner lots, the rear lot line shall be the line most nearly parallel to or concentric with and most distant from the front line most prevalent along the block.

Lot line, side, means any lot line other than a front or rear lot line.

Lot, L-shape, means an irregular lot shape, such as one in the shape of an L or T.

Lot of record means a lot which is part of a plat which has been lawfully recorded in the plat books in the office of the clerk of the circuit court and is in compliance with F.S. ch. 177, or a parcel of land, the deed of which was lawfully recorded in the office of the clerk of the circuit court on or before the date the county land development regulations were adopted.

Lot split, conforming, means the division of a tract, parcel, or lot into only two lots (one new and the original), where each lot meets the dimensional standards for their zoning district and comprehensive plan; abuts a county maintained road which has been duly dedicated and accepted, and no new streets are created and there is no change in the length or alignment of an existing street; and no environmental resource permit is required.

Lot split, nonconforming, means the division of a tract, parcel, or lot, by deed (without a plat), that does not meet the requirements of a conforming lot split.

Lot, through, means any lot having two opposite lot lines abutting a street right-of-way or easement.

Lot width means the distance between the side lot lines, or a front and side lot line for corner lots, as measured along the minimum required street setback line.

On-road bike way and bike lane mean a portion of a roadway which has been specifically designated for the use of bicyclists.

On-site sewage disposal system or facility means those sewerage systems which include a septic tank, a system of piping, and a soil absorption bed or drain field, as further defined and regulated by F.S. ch. 381.

Owner means any person having a legal or equitable interest in property.

Parcel means any quantity of land capable of being described with such definiteness that its location and boundaries may be established which is designated by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

Parent parcel means the original parcel from which subsequent parcels are created.

Parking lot access means an accessway which provides vehicle access from a street to a parking lot containing five or more parking spaces, but from which vehicles are restricted to entering or leaving the street in a forward motion only.

PCP (permanent control point) means a marker as defined in F.S. ch. 177.

Pedestrian way means a paved, surfaced path or way which is specifically designated or intended to be open to pedestrian travel, whether such facilities are intended for the exclusive use of pedestrians or not.

Permit means any official document or certificate required or issued by the county authorizing performance of a specified activity.

Person means any individual, partnership, association, corporation, trust or other legal entity.

Plat means a plat as defined by F.S. ch. 177, as amended.

Private water system means a water system that is supplied by a well, spring or other similar source of water, that is used for human consumption by four dwelling units or less and is regulated by F.S. ch. 381 and F.A.C. ch. 10D-4, as amended.

PRM (permanent reference monument) means a monument as defined in F.S. ch. 177.

Public sewerage system means a sewerage system that contains a wastewater treatment plant, is not an individual sewage disposal system, and is not regulated by F.A.C. ch. 10D-4.

Public street means a street that has been dedicated to the public and where the public, through use of the street, or the board, through expressed action at a public hearing, has accepted the offer of dedication. Regardless of the board's acceptance of the offer of public dedication, the board may or may not have accepted the street for maintenance purposes.

Public water system means a water system that is not a private water system, and includes those water systems regulated under F.S. ch. 381 and defined as public water systems, community water systems and noncommunity water systems in F.A.C. ch. 17-22; and those water systems defined as public water systems not covered or included in the Florida Safe Drinking Water Act in F.A.C. ch. 10D-4, as amended.

Rehabilitation means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions of features of the property which are significant to its historical architectural and cultural values.

Reverse frontage street means a local street or access way that functions as an access street but which is not located adjacent to the arterial or collector street right-of-way.

Right-of-way, means land dedicated, deeded, used or to be used for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.

Road capital improvement includes transportation planning, preliminary engineering, engineering design studies, land surveys, right-of-way acquisition, engineering, permitting and construction of all the necessary features for any road construction project, including but not limited to:

- (1) Construction of new through lanes.
- (2) Construction of new turn lanes.
- (3) Construction of new bridges.
- (4) Construction of new drainage facilities in conjunction with new roadway construction.
- (5) Purchase and installation of traffic signalization, including new signalization and upgrading signalization.
- (6) Construction of curbs, medians and shoulders.
- (7) Construction of on-road bike ways and bike paths.
- (8) Relocating utilities to accommodate new roadway construction.

Road expansion means all road and intersection capacity enhancements, and includes but is not limited to extension, widening, intersection improvements, upgrading signalization and improving pavement conditions.

Roadway is a general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes, including the travel way, shoulders and swales.

Service area means the geographical region consisting of the lots being served or being proposed to be served by a public facility, including but not limited to public water or sewage systems.

Setback line, front or street, means a line drawn parallel to or concentric with the front lot line at a distance from the lot line equal to the setback required by the zoning district for the classification of street upon which the lot abuts. If the front line is curved, the setback line shall be a curved line drawn an equal distance back from the intersections of the side lot lines with the street right-of-way line, and with the required setback measured at the point or points where the setback line is closest to the front lot line.

Sewerage system means a system of pipes, pumps, tanks or wastewater treatment plants and all other appurtenances or equipment needed to treat, transport and dispose of sewage.

Sidewalk means a pedestrian way, paralleling and usually separated from the street.

Sidewalk, off-site, means a pedestrian way which is exterior to a parcel being improved and located in the right-of-way of the street adjacent to that parcel or within an easement dedicated to the public.

Sidewalk, on-site, means a pedestrian way which is located within the boundaries of the parcel being improved.

Simple subdivisions means any subdivision of land creating at least three lots that meet the requirements of section 137-7.

Site-related road improvements means road capital improvements and right-of-way dedications for direct access improvements to the development in question. Direct access improvements include, but are not limited to, the following:

- (1) Site access points and roads.
- (2) Median cuts made necessary by those access points or roads.
- (3) Right and left turn and deceleration or acceleration lanes leading to or from those access points or roads.
- (4) Traffic control measures for those access points or roads.
- (5) Roads or intersection improvements whose primary purpose at the time of construction is to provide access to the development.

Soil classification means those categories and types of soils identified by the United States Department of Agriculture soil survey of the county.

Stormwater management system means and includes the detention or retention areas, percolation trenches, discharge structures and outfall channels provided to control the rate of stormwater runoff within and from a development.

Street includes any access way, such as those designated as a road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, court, terrace, place, or cul-de-sac, ingress/egress easements, and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets whether improved or unimproved but shall not include those access ways intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines water lines, drainage facilities and sanitary sewers.

Street, arterial, means streets primarily intended to carry large volumes of through traffic connecting major activity centers to other major traffic generators. Access to abutting properties is a secondary function.

Street, local, means streets with the primary function being to serve adjacent properties. As such, a local street provides the linkage from adjacent land uses to the collector street system. Through volume service is not a function of local streets.

Street private, conforming, means a street that is not dedicated to the public or has been dedicated to the public but the offer has not been accepted by the board through expressed action at a public hearing, and which is built and maintained to the same standards as required for a county or state maintained street of the same type.

Street private, nonconforming, means a street that is not dedicated to the public or has been dedicated to the public but the offer has not been accepted by the board through expressed action at a public hearing, and which is not built or maintained to the same standards as required for a county or state maintained street of the same type.

Street, public, means a street that has been dedicated to the public and where the public, through use of the street, or the board through expressed action at a public hearing, has accepted the offer of dedication. Regardless of the board's acceptance of the offer of public dedication, the board may or may not have accepted the street for maintenance purposes.

Street, major collector, means streets having the primary purpose of collecting traffic from intersecting local and minor collector streets and distributing this volume to the nearest arterial. A secondary purpose is to carry moderate volumes of through traffic. Access to abutting land uses is a secondary function.

Street, minor collector, means streets having the primary purpose of collecting traffic from intersecting local streets and distributing this volume to the nearest major collector or arterial. As such, a

minor collector street provides the linkage from neighborhoods (i.e., local streets) to the arterial system, and provides intra-neighborhood access. Access to abutting land uses is a secondary function.

Street, substandard, means a street lacking either a geometric or structural capacity for the designation assigned.

Structure means that which is built or constructed. The term "structure" shall be construed as if followed by the words "or part thereof."

Subdivision is a type of development. It means the division of land into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions (also known as replats).

Surveyor means a professional land surveyor duly registered and licensed by the state.

Turn lane means a width of pavement required to protect the health, safety and welfare of the public and reduce adverse traffic impacts from turning movements generated by a development on to and off of a street. Turn lanes shall include and enhance turning, acceleration, deceleration or storage movements of vehicles as required by this chapter.

Unified control means that a single property owner or entity has been authorized by all owners of the property to represent them and to encumber the parcel with covenants and restrictions applicable to development of the property as approved by the county.

Water system means a system of pipes, pumps, water treatment plants or water sources, and all other appurtenances or equipment needed to treat, transport and distribute water.

Zoning ordinance means that document as adopted, and as may be amended by the board of county commissioners for the purpose of dividing the unincorporated area of the county into zoning districts and providing for the regulation of uses, land and structures within such districts.

(Ord. No. 2006-14, § 5(exh. 5, § 3), 5-9-2006; Ord. No. 2016-13, § 2, 6-14-2016)

Sec. 137-4. - Design criteria and development standards.

- (a) *Generally*. Compatibility, is the ability of adjacent existing or proposed uses to coexist with adjacent uses without creating an unacceptable negative relationship. Compatibility will be ensured between the site plan and approved and existing development in the vicinity of the subdivision. Proposed designs will be consistent for the health, safety, and welfare of residents, employees, and visitors to the site and adjacent properties. Compatibility does not require the same density or intensity, compatibility does require sufficient buffering alternatives to ensure sufficient space and screening between different uses.
- (b) *Lot sizes*. Every lot within the development must comply with the minimum dimensional standard for the zoning district in which the lot is located.
- (c) *Densities and intensities*. The gross densities and intensities of the development shall be in compliance with the current zoning regulations.
- (d) *Natural features*. Site design will take the natural topography, soils and vegetation into consideration. Site design will consider recreation areas, open spaces, utilities, drainage and other facilities. Preservation of natural features will be encouraged (i.e., vegetation, wetlands, etc.).
- (e) *Transportation facilities and services*. The road network within the subdivisions will be required to meet the adopted service levels and standards. Streets within major subdivision shall be paved. Paved streets shall meet standard FDOT and Manual of Uniform Minimum Standards for Design. Construction and maintenance for streets and highways requirements and other applicable requirements for signage. Streets within a simple subdivision may be paved or unpaved. Unpaved streets shall meet the requirements outlined within the simple subdivision subsection.

The road network of a major subdivision shall be required to connect to a paved public or conforming private street.

- (f) *Access management.* The design and location of access to the subdivision shall be in accordance with the county land development regulations. Road design shall not allow direct access to collector or arterial roads from individual lots.
- (g) *Utilities, public facilities, and services.* Subdivisions shall have the following public facilities, utilities and services; sanitary sewers, potable water, storm and surface drainage systems, and other applicable utilities systems and installations. This subsection shall not apply if the developer provides private facilities, utilities or services approved by appropriate public agencies (including on-site sewage disposal systems and private wells) and assures their satisfactory, continuing operation during the period of development and makes provision for their continued operation thereafter, or until public facilities, utilities and services are available for use.

(Ord. No. 2006-14, § 5(exh. 5, § 4(A)(a)), 5-9-2006; Ord. No. 2016-13, § 2, 6-14-2016)

Sec. 137-5. - Phasing of development.

A master plan for the entire development site must be approved for a major development that is to be developed in phases. The master plan shall be submitted simultaneously with an application for review of the preliminary development plan for the first phase of the development and must be approved as a condition of approval of the preliminary plan for the first phase. A preliminary and final development plan must be approved for each phase of the development under the procedures for development review prescribed above. Each phase shall include a proportionate share of the proposed recreational space, and open space, other site and building amenities of the entire development, except that more than a proportionate share of the total amenities may be included in the earlier phase with corresponding reductions in the later phases. Any portion of a utility or roadway system, identified in the master plan, that provides functionality to improvements in the phase being constructed, must also be constructed simultaneously with the phase under construction.

(Ord. No. 2006-14, § 5(exh. 5, § 4(A)(b)), 5-9-2006)

Sec. 137-6. - Financial assurances for improvements.

- (a) *Applicability.*
 - (1) The provisions of this section apply to all proposed developments in the county, including private road subdivisions
 - (2) Nothing in this section shall be construed as relieving a developer from any requirement relating to concurrency requirements of this chapter.
 - (3) This section does not modify existing agreements between a developer and the county for subdivisions platted and final development orders granted prior to the effective date of the ordinance from which this chapter is derived; provided, such agreements are current and comply with all conditions and terms thereof.
- (b) *Improvement agreements required.* The approval of any development plan shall be subject to the developer providing assurance that all required improvements, including, but not limited to, storm drainage facilities, streets and highways, water and sewer lines, shall be satisfactorily constructed according to the approved development plan. The following information shall be provided:
 - (1) Agreement that all improvements, whether required by this chapter or constructed at the developer's option, shall be constructed in accordance with the standards and provisions of this chapter.

- (2) The term of the agreement indicating that all required improvements shall be satisfactorily constructed within the period stipulated. The term shall not exceed five years from the recording of the plat or 30 percent occupancy of the development, whichever comes first.
 - (3) The projected total cost for each improvement. Cost for construction shall be determined by either of the following:
 - a. Estimate prepared and provided by the applicant's engineer.
 - b. A copy of the executed construction contract provided.
 - (4) Specification of the public improvements to be made and dedicated together with the timetable for making improvements.
 - (5) Agreement that upon failure of the applicants to make required improvements (or to cause them to be made) according to the schedule from making those improvements, the county shall utilize the security provided in connection with the agreement to make the required improvements (or to cause them to be made).
 - (6) Provision of the amount and type of security provided to ensure performance.
 - (7) Provision that the amount of the security may be reduced periodically, but not more than two times during each year, subsequent to the completion, inspection and acceptance of improvements by the county.
- (c) *Amount and type of security.*
- (1) The amount of the security listed in the improvements agreement shall be approved as adequate by the director.
 - (2) Security requirements may be met by, but are not limited to, the following
 - a. Cashier's check.
 - b. Certified check.
 - c. Cash.
 - d. Developer/lender/county agreement.
 - e. Interest bearing certificate of deposit.
 - f. Irrevocable letters of credit.
 - g. Surety bond.
 - (3) The amount of security shall be 125 percent of the total construction costs for the required developer-installed improvements. The amount of security may be reduced commensurate with the completion and final acceptance of required improvements. In no case, however, shall the amount of the bond be reduced to less than 125 percent of the cost of completing the remaining required improvements.
 - (4) Application for reduction in the security amount shall be made to the community development department and must be approved by the board of county commissioners.
- (d) *Completion of improvements.*
- (1) When improvements are completed, final inspection shall be conducted and corrections, if any, shall be completed before final acceptance is recommended by the county engineer. A recommendation for final acceptance shall be made upon receipt of a certification of project completion and one copy of all test results.
 - (2) As required improvements are completed and accepted, the developer may apply for release of all or a portion of the bond consistent with requirements in subsection (c) of this section.
- (e) *Maintenance of improvements.*

- (1) A maintenance agreement and security shall be provided to assure the county that all required improvements shall be maintained by the developer according to the following requirements:
 - a. The period of maintenance shall be a minimum of two years. Longer maintenance periods may be required if recommended by the county engineer.
 - b. The maintenance period shall begin with acceptance by the county of the construction of the improvements.
 - c. The security shall be in the amount of 15 percent of the construction cost of the improvements.
 - d. The original agreement shall be maintained by the director of the community development department.
- (2) Whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the county, a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and/or improvements.
 - a. When the proposed development is to be organized as a condominium under the provisions of F.S. ch. 718, common facilities and property shall be conveyed to the condominium's association pursuant to that law.
 - b. When the proposed development is to be organized as a community development district under the provisions of F.S. ch. 190, common facilities and property shall be conveyed to the community development district pursuant to that law.
 - c. When no condominium association or community development district is to be organized, an owner's association shall be created, and all common facilities and property shall be conveyed to that association.
 - d. No development order shall be issued for a development for which an owner's association is required until the documents establishing such association have been reviewed and approved by the county attorney.
- (3) An organization established for the purpose of owning and maintaining common facilities not proposed for dedication to the county shall be created by covenants running with the land. Such covenants shall be included with the final plat. Such organization shall not be dissolved nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate the same to the county.
- (4) Whenever a proposed development provides for the creation of facilities or improvements which are proposed for dedication to the county, the county may require a municipal services taxing unit be created to fund continued maintenance of the improvements.

(Ord. No. 2006-14, § 5(exh. 5, § 4(A)(c)), 5-9-2006)

Sec. 137-7. - Simple subdivision.

- (a) *Generally.* The county has deemed certain subdivisions of land to be of lesser impact to the county's infrastructure and adjacent property owners. A simple subdivision review will ensure compatibility with surrounding development and uses, determine compatibility with the comprehensive plan, compliance with the land development regulations and the impact on levels of service for concurrency purposes. A pre-application review is not required for a simple subdivision, but it is recommended.
- (b) *Criteria:*
 - (1) Each lot in a simple subdivision shall meet the requirements of the land development regulations and the comprehensive plan;

- (2) A simple subdivision may include the creation of an easement to internally access newly created lots; this does not allow the creation of an easement external to the subdivision to be used to provide access to the subdivision.
- (3) A simple subdivision shall have direct access to a public street or a conforming private street. A simple subdivision with direct access to a nonconforming private street may be allowed with approval of the county; which must be reviewed separately and prior to approval of the simple subdivision. A simple subdivision with direct access to an easement shall not be allowed.
- (4) The county shall require financial assurance that funds are available to construct any streets including easements. No permits to build on any lots in the subdivision shall be approved until subdivision streets are fully constructed and inspected and certified by an engineer.
- (5) The number of lots allowed in the simple subdivision will depend on how the lots are accessed.
 - a. There is no maximum number of lots when all lots abut a public street or conforming private street. When the lots being created are adjacent to a limited access street, a parallel access street that connects all new lots and is intended to decrease the access points onto the limited access street shall be required. Subdivisions along other streets may be required to provide a parallel access street if deemed necessary by the county. Construction and maintenance of the parallel access street will be the responsibility of the lot owners. The access street shall be paved and must be built and maintained to the requirements of the county.
 - b. If an easement is used as the internal street to access any of the new lots then no more than six lots shall be allowed. This option shall only be allowed for residential and agricultural residential subdivisions. The following conditions shall apply:
 1. Access points onto the adjoining external public or private street shall be limited. If possible the easement access shall be the only access point onto the external street and each lot shall front onto the easement.
 2. The easement, if paved shall meet standard FDOT and Manual of Uniform Minimum Standards for Design, Construction and maintenance for streets and highways requirements for a local road, or, if unpaved, the requirements of this subsection.
 3. A document, whose format and wording shall be approved by the county, shall be recorded with the clerk of the circuit court with at a minimum the following information included:
 - i. Survey sketch and legal description of the easement,
 - ii. Statement that the easement is a permanent or perpetual nonexclusive easement for ingress and egress,
 - iii. Statement that the easement is private and that the easement is neither dedicated to nor accepted by Glades County,
 - iv. Identify that the easement is under common ownership and identify the parcels that have access to and financial responsibility for construction maintenance and repair of the easement.
 - v. Identify an enforcement mechanism and funding source to provide, at the minimum annual maintenance and repair of the street and drainage systems,
 - vi. Allow for utility infrastructure within the easement,
 - vii. Allow accessibility to all emergency, public service, utility, and refuse vehicles and all other similar vehicles which may necessarily need to utilize the easement.
- (6) The subdivision may be gated but, if so, then a Knox box or coded key lock, or other similar device acceptable to emergency services shall be the only acceptable locking mechanism to secure the gate so that fire/EMS police and animal control may quickly and safely enter the subdivision when necessary.

- (c) No further subdivision of any lot shall be permitted without full compliance with all county regulations. Lots in a subdivision are not eligible to utilize a lot split but must be reconfigured through a replat. Any increase in lots beyond the limit allowed by this subsection shall require approval of a major subdivision.
- (d) Only one simple subdivision may be created from any lot or contiguous lots under the same ownership. Any further division of land shall require approval of a major subdivision.
- (e) Submittal documents shall include but not be limited to the following items:
 - (1) A plat of the subdivision prepared by a professional surveyor and mapper with all of the information required by F.S. ch. 177, part I, platting, and in the format required by § 177.091 plats. All legal descriptions shall include the acreage of the lot. In addition, the front page of the plat shall contain signature blocks for execution by each of the following:
 - a. County surveyor and mapper,
 - b. County engineer,
 - c. Community development director,
 - d. Chairman of the board of county commissioners,
 - e. Tax collector, and
 - f. Clerk of the circuit court.
 - (2) A narrative:
 - a. Describing the purpose, intent, and character of the proposed development
 - b. Describing how the proposal is in conformance with specific, applicable provisions of the county comprehensive plan and land development regulations.
 - c. Indicating if the subdivision will or will not be gated: if gated, identify the locking mechanism that will be used to secure the gate
 - (3) Maps showing each of the following (more than one item may be shown on a map):
 - a. General location of the project site.
 - b. Surrounding streets and existing right-of-way easements.
 - c. Location of existing and proposed utility easements.
 - d. Location of existing and proposed potable water and sanitary sewer facilities.
 - e. Future land use and zoning designations of the project site and adjacent property.
 - f. Topography: Depicting contours water bodies wetlands and drainage ways.
 - g. Floodplain map.
 - h. Known environmental concerns on the subject property.
 - (4) An impact analysis on public facilities and services and adopted levels of service.
 - (5) Proof that all taxes have been paid.
 - (6) A certificate of title (title certification) or opinion of title that was completed within 60 days of the submittal of the application.
 - a. *Information to be included.*
 - 1. The owner or owners of the fee title and all persons or entities holding a mortgage secured by the property.
 - 2. All recorded and unrecorded easements affecting the property. A general reference to easements restrictions, etc., found within agreements is not sufficient. Easements

- located within recorded agreements must be specifically identified. If an easement affecting the property to be platted affects an entire parcel tract or portion of the plat and the easement cannot be plotted, the easement must be identified as unable to be plotted otherwise the specific location of the easement must be identified on the plat.
3. Legal description of the property covered by the title opinion. This description must match, exactly, the legal description on the face of the plat.
 4. Copies of any easement documents referenced in the certificate of title. If matters affecting building permit issuance are contained in the title opinion these shall be addressed on the plat or other appropriate method.
- b. *Types of acceptable documents and requirements.*
1. An opinion of title meeting the Florida Title Standards that is prepared by a licensed Florida attorney.
 2. Certification of title or title certification prepared by an abstractor or title company that specifically certifies the information it contains.
 3. Neither document shall include broad exceptions such as "subject to rights restrictions, reservations and easements of record." The opinion must be unequivocal and shall be addressed to the Board of County Commissioners of Glades County.
- (7) Mortgagee joinder, if applicable and if not already referenced on the plat. This is an instrument showing that the mortgagee joins in the plat and will be recorded at the time of plat recording.
 - (8) Letters from the telephone, cable, and power utility companies stating that any easements as shown on the plat are adequate for their purposes.
 - (9) If using potable water or sanitary sewer, documentation from that utility showing that the subdivision can be served.
 - (10) A plan outlining the proposed methodology for managing stormwater runoff.
 - (11) A street development plan prepared by a professional engineer registered in the State of Florida for the access street including:
 - a. A profile and cross-sections,
 - b. Type of construction and drainage facilities,
 - c. Centerline survey of the road with curve data.
 - (12) Access easement management document whose contents are identified in this subsection (b)(5)b.
 - (13) A narrative and map outlining what utility services will be utilized in the subdivision where they will be located and how they will be accessed.
- (f) *Staff review and county approval.*
- (1) The community development department will review the application and within ten days, shall advise the applicant what information if any is needed to deem the application properly completed in compliance with the filing requirements of this chapter. Should the application be deemed complete, the community development shall forward copies of a complete application to appropriate review staff including the county engineer and county attorney. This shall include any official whose review is pertinent to ensure that health, safety, and welfare are protected. These officials shall have the opportunity to respond in writing to the community development department, giving the community development staff an opportunity to consider each. Within 45 days, the applicant may be asked to provide more information to clarify the project or make revisions or request that the county act without the additional information.
 - (2) The expense of any consultants hired to review the application on behalf of the county shall be borne by the applicant.

- (3) Staff review will determine if the simple subdivision proposal meets all of the requirements of the code of ordinances and the comprehensive plan.
 - (4) Within 120 days of the application being deemed complete, if a request for an extension of time is not agreed upon by the county and the applicant, the community development director shall place the item on an agenda of the board of county commissioners so that the board may take action on the application.
- (g) *Unpaved streets:*
- (1) Shall have a minimum right-of-way width of 40 feet. A greater width may be required depending on requirements for drainage and other infrastructure.
 - (2) Shall be cleared to a minimum width of 20 feet horizontal and 14 feet vertical for emergency vehicle access. The stabilized surface shall be a minimum of 20 feet.
 - (3) Shall provide an entrance culvert of reinforced concrete pipe with mitered ends.
 - (4) Shall have a road name and other traffic signs installed in accordance with MUTCD signing and marking standards.
 - (5) Shall have a stabilized turnaround at the end of the easement if the street is a dead end. The turnaround shall be a minimum of 50 feet in diameter with the stabilized roadbed being at least 40 feet in diameter. Other turnaround accommodations may be accepted by Glades County.
 - (6) Follow the construction standards of Base Group I from Sheet 1 of FDOT Index Reference 514 for the road bed. The material chosen for the road base should exhibit low potential for losses due to wind, traffic and water erosion. EPA's publication AP-42 contains methodology for estimating the dust generation potential for unpaved road surfaces. Proper gradation of the chosen material is critical for its success. Designers shall consider flexible or rigid pavements where runoff from unpaved roads may impact surface waters.
 - (7) Shall have be graded. Designers shall strive to provide adequate cross slope, shoulder and swale profiles. Typical cross slopes should be 2 percent with 1.5 percent minimum.
 - (8) Shall have a paved apron where the unpaved road connects with a paved road that shall meet the standards of Sheet 6 of FDOT Index Reference 515.
 - (9) Shall provide positive drainage and discharge from the street.
 - (10) Shall be maintained and made passable at all times. During maintenance grading, the operator shall ensure that the shoulder does not become higher than the travel lane edge to prevent ponding of water on the roadway.

(Ord. No. 2006-14, § 5(exh. 5, § 4(A)(d)), 5-9-2006)

Sec. 137-8. - Same—Preliminary plat.

- (a) *Generally.* Following the preapplication review, the applicant may submit the application for preliminary plat approval in accordance with the requirements of these regulations. The preliminary plat must be prepared by a professional land surveyor registered in the state, and in conformity with F.S. ch. 177. The preliminary plat, along with the supplemental information required by these regulations, shall be submitted.
- (b) *Submittal requirements.* The applicant will submit simultaneously to the county community development department an application for plat approval, the preliminary plat described above, the fees, and the following exhibits. All maps, surveys and drawings will be provided on both 24-inch by 36-inch and 11-inch by 17-inch sheets, drawn legibly at appropriate scale suitable for presentation. The applicant shall provide:
 - (1) A statement of objectives describing:

- a. The purpose and intent of the proposed development.
 - b. A narrative description of the character of the proposed development.
 - c. How the proposal is in conformance with specific, applicable provisions of the county comprehensive plan.
- (2) A preliminary analysis of the impact the proposed development will have on public facilities and services, with an adopted level of service in the county comprehensive plan. Should an analysis of other infrastructure be required, the county will notify the applicant of such fact in the preapplication meeting.
- (3) A vicinity map showing the location of the proposed development in relation to and statements concerning each of the following:
- a. Surrounding public streets and thoroughfares.
 - b. Future land use map and existing zoning designation on the site and surrounding areas within one mile of the proposed site boundaries.
 - c. A legal description of the property and a signed and sealed sketch and description, indicating existing easements, structures, well, and septic tanks for parcels less than 20 acres. For parcels greater than 20 acres, a signed and sealed boundary survey will be required.
 - d. A map or sketch that depicts existing surface water flow determination that depicts surface water flow on the subject property and in the immediate vicinity.
 - e. A topographic survey. The topographic surveys which are available from the most recent USGS topographic survey may be used for property over 100 acres. The topographic survey should be submitted at the same scale as the master concept plan.
 - f. Known environmental concerns on the subject property and areas within 200 feet of the subject property.
 - g. A soils map of the site and the area within 200 feet of the development boundary.
 - h. Description of method of screening, and location and details of buffers.
- (4) A proposed list of recommendations, considerations, not otherwise covered, as needed. The list can include draft conditions proposed by the applicant for inclusion within the development approval.
- (5) A narrative utility service plan including availability of gravity or forced sanitary sewer service, potable water supply and proposed lift stations locations, an exhibit showing any and all existing or proposed utilities, public utility easements and rights-of-way, and a narrative describing the proposed methodology for managing the stormwater runoff. General location of any on-site natural areas, buffers, trees and sidewalks impacted by utility facilities.
- (6) A statement indicating the type of legal entity that will be created to provide for the management of common areas.
- (c) *Purpose and intent.* The intent of preliminary plat approval is to allow for the review of the proposed design on the site, ensure compatibility with surrounding development and uses, determine concurrency with the comprehensive plan and evaluate the fiscal impact to the county. Construction plans may be submitted simultaneously with the preliminary plat.
- (d) *Staff review.*
- (1) The community development department shall forward copies of the preliminary plat, along with supporting data, within five business days, to appropriate review staff. This should include the county engineer, the county attorney, and any other official whose review is pertinent to ensure that health, safety, and welfare are protected. These officials shall have the opportunity to respond in writing to the community development department for inclusion in the staff report, giving the local planning agency an opportunity to consider each respective position.

- (2) Review staff shall have 15 business days to submit comments to the community development department, or it is to be assumed there are no comments and approval is recommended.
 - (3) The community development department shall have five business days to compile and send all comments out to the applicant.
- (e) *Appeals to comments.*
- (1) The developer shall have 15 business days to submit appeals to the staff review comments to the community development department. The community development department staff shall review the appeals to comments and solicit responses from review staff. The appeal to the review comments and responses from review staff to the appeals will be incorporated in the staff report, giving the local planning agency an opportunity to consider each respective position.
 - (2) The community development staff charged with reviewing the plat shall present the preliminary plat and application, and the various agency comments, at a public hearing to the local planning agency. The local planning agency shall make a determination whether or not the preliminary plat should be approved, conditionally approved, or denied. The applicant shall be notified in writing within ten business days from the local planning agency determination. If the preliminary plat is conditionally approved or disapproved, the written notification shall state the corrective action required for approval. The action of the planning board shall be indicated on two copies of the preliminary plat, with appropriate references and attachments. One copy reviewed by the county engineer and one copy with planning board comments shall be returned to the applicant and other copies retained by the planning department and the county engineer respectively.

(Ord. No. 2006-14, § 5(exh. 5, § 4(A)(d)), 5-9-2006)

Sec. 137-9. - Same—Final plat and development plan.

- (a) *Generally.* Following approval of the preliminary plan, the applicant shall submit the plat for final approval, the plat must be prepared by a professional land surveyor registered in the state, and in conformity with F.S. ch. 177. The plat, along with the following supplemental information, shall be submitted:
- (1) The lot dimensions and areas should be indicated and a statement noted on the plat identifying lot dimensions and areas.
 - (2) The location of natural areas, including proposed conservation and preservation areas should be provided.
 - (3) Proposed open space areas should be identified, including:
 - a. Developed and resource-based recreation.
 - b. Common open space.
 - c. Natural areas.
 - d. Bicycle and pedestrian pathways.
 - e. Stormwater facilities.
 - f. Picnic areas and plazas.
 - (4) Typical cross-sections of all proposed street types and other conveyances.
 - (5) An environmental resource inventory must be prepared by an environmental professional and will include a FLUCCS map showing the subject property and areas within 200 feet.
 - (6) Trip generation study showing the estimated number of trips the proposed development will create. A traffic analysis that identifies the net new external trip generation, level of service on the arterial/collector network with and without the project, and a trip distribution on the public network.

- (7) Prepare a fiscal impact analysis model (FIAM) for the development using a model provided by the county.
 - (8) Description of method of screening, and location and details of buffers.
 - (9) A proposed list of recommendations, considerations, not otherwise covered, as needed. The list can include draft conditions proposed by the applicant for inclusion within the development approval.
 - (10) A narrative utility service plan including availability of gravity or forced sanitary sewer service, potable water supply and proposed lift stations locations, an exhibit showing any and all existing or proposed utilities, public utility easements and rights-of-way, and a narrative describing the proposed methodology for managing the stormwater runoff. General location of any on-site natural areas, buffers, trees and sidewalks impacted by utility facilities will be provided.
 - (11) A statement indicating the type of legal entity that will be created to provide for the management of common areas.
- (b) *Staff review.*
- (1) The community development department shall forward copies of the preliminary plat, along with supporting data, within five business days, to appropriate review staff. This should include the county engineer, the county attorney, and any other official whose review is pertinent to ensure that health, safety, and welfare are protected. These officials shall have the opportunity to respond in writing to the community development department for inclusion in the staff report, giving the local planning agency an opportunity to consider each respective position.
 - (2) Review staff shall have 15 business days to submit comments to the community development department, or it is to be assumed there are no comments and approval is recommended.
 - (3) The community development department shall have five business days to compile and send all comments out to the applicant.
- (c) *Appeals to comments.*
- (1) The developer shall have 15 business days to submit appeals to the staff review comments to the community development department. The community development department staff shall review the appeals to comments and solicit responses from review staff. The appeal to the review comments and responses from review staff to the appeals will be incorporated in the staff report, giving the local planning agency an opportunity to consider each respective position.
 - (2) The community development staff charged with reviewing the plat shall present the preliminary plat and application, and the various agency comments, at a public hearing to the local planning agency. The local planning agency shall make a determination whether or not the preliminary plat should be approved, conditionally approved, or denied. The applicant shall be notified in writing within ten business days from the local planning agency determination. If the preliminary plat is conditionally approved or disapproved, the written notification shall state the corrective action required for approval. The action of the planning board shall be indicated on two copies of the preliminary plat, with appropriate references and attachments. One copy reviewed by the county engineer and one copy with planning board comments shall be returned to the applicant and other copies retained by the planning department and the county engineer respectively.

(Ord. No. 2006-14, § 5(exh. 5, § 4(A)(d)), 5-9-2006; Ord. No. 2016-13, § 2, 6-14-2016)

Sec. 137-10. - Public meetings.

(a) *Preliminary plat.*

- (1) After the approval of the community development director, the preliminary plat shall be presented to the county planning commission at a public meeting. The planning commission shall consider the staff report, the applicant's presentations and any public testimony in order to make a

recommendation to the board of county commissioners. The recommendation shall be one of the following: approval as submitted, approval with recommendations, or denial.

- (2) The preliminary plat shall be presented to the board of county commissioners at a public meeting. The board of county commissioners shall consider the recommendations of the planning commission, the applicant's presentations and any public testimony in order to make their decision to approve as submitted, approve with stipulations, deny the preliminary plat, or continue the hearing to a date certain, to obtain additional information necessary to reach a conclusion.
- (b) *Final plat and development plan.*
- (1) After the approval of the community development director, the final plat and development plan shall be presented to the county planning commission at a public meeting. The planning commission shall consider the staff report, the applicant's presentations and any public testimony in order to make a recommendation to the board of county commissioners. The recommendation shall be one of the following: approval as submitted, approval with recommendations, or denial.
 - (2) The final plat and development plan shall be presented to the board of county commissioners at a public meeting. The board of county commissioners shall consider the staff report, the recommendation of the planning commission, the applicant's presentations and any public testimony in order to make their decision to approve as submitted, approve with stipulations, deny the preliminary plat, or continue the hearing to a date certain, to obtain additional information necessary to reach a conclusion.

(Ord. No. 2006-14, § 5(exh. 5, § 4(A)(e)), 5-9-2006)

Sec. 137-11. - Legal affect of approvals.

- (a) *Legal affect of preliminary plat approval.* Approval of the preliminary plat shall not constitute approval of the final plat. Approval of the preliminary plat shall be deemed an expression of approval of the layout submitted, which shall serve as a guide to the preparation of the final plat and development plan. Approval of the preliminary plat shall be good indefinitely; provided that the developer has been proceeding in good faith to obtain all necessary governmental approvals to commence construction. If the developer has not proceeded in good faith to obtain all necessary governmental approvals, and either the comprehensive plan or this chapter is amended in any way that would make the preliminary plat nonconforming, the preliminary plat and construction plans must be resubmitted for review under the current regulations. Site clearing and grading, may begin after approval of the preliminary plat, provided that the applicant has an approved environmental resource permit issued by the South Florida Water Management District. Site clearing and grading, as provided above, is at the risk of the developer, and shall not subject the county to any liability, should the final plat be denied, for any reason.
- (b) *Legal affect of final plat and development plan approval by the board of county commissioners.* Approval by the board of county commissioners of the final plat and development plan shall not constitute approval to begin construction. Approval of the final plat shall be good indefinitely, provided that the developer has been proceeding in good faith to obtain all necessary governmental approvals to commence construction. If the developer has not proceeded in good faith to obtain all necessary governmental approvals, and either the comprehensive plan or this chapter is amended in any way that would make the final plat or development plan nonconforming, the final plat and development plan must be resubmitted for review under the current regulations.
- (c) *Legal affect of final plat approval and recording.* With the approval and signatures of the chairman of the board of county commissioners and the planning director, the plat must be recorded. After the plat is recorded, construction may begin on the infrastructure. Building permits may be approved after approved completion of the infrastructure.

(Ord. No. 2006-14, § 5(exh. 5, § 4(A)(f)), 5-9-2006)

Sec. 137-12. - Preapplication conference.

- (a) *Zoning review.* The staff will discuss with the applicant the proposed development relating to:
 - (1) *Proposed uses, densities and intensities.* Staff will discuss with the applicant the proposed use, densities and intensities of the development. Staff will offer suggestions for any changes to the comprehensive plan or zoning district classification for the project, that may be necessary to make the project conform to the requirements of the county land development regulations.
 - (2) *Buffering and screening requirement.* Staff will discuss with the applicant the proposed use of the development as it relates to surrounding uses, and offer suggestions on what screening and buffering may be required to make the project conform with the requirements of the county land development regulations.
- (b) *Concurrency requirements.* Discuss with the applicant the requirement to verify and maintain concurrency for:
 - (1) Transportation.
 - (2) Parks.
 - (3) Emergency management.
 - (4) Schools.
- (c) *Infrastructure requirement.* Discuss with the applicant the infrastructure requirements necessary for the development to be in compliance with the comprehensive plan, including:
 - (1) Access management.
 - (2) Streets.
 - (3) Stormwater management system.
 - (4) Public utilities.

(Ord. No. 2006-14, § 5(exh. 5, § 4(B)), 5-9-2006)

Sec. 137-13. - Applicability and exemptions.

- (a) *Conformity.* All division of land within unincorporated areas of the county must conform to this chapter unless specifically exempted from the chapter.
- (b) *Exemptions.*
 - (1) The division of land for the conveyance of land to a federal, state, county or municipal government entity, or a public utility.
 - (2) The division of land by judicial decree.
 - (3) The combination or recombination of up to three lots of record is not a subdivision provided that all resulting lots comply with this chapter and the comprehensive plan.
 - (4) Lot splits, meaning the division of a tract, parcel, or lot into only two lots (one new and the original), where each lot meets the dimensional standards for their zoning district and comprehensive plan; abuts a county maintained road which has been duly dedicated and accepted, and no new streets are created and there is no change in the length or alignment of an existing street; and no environmental resource permit is required.

(Ord. No. 2006-14, § 5(exh. 5, § 5), 5-9-2006; Ord. No. 2016-13, § 2, 6-14-2016)

ORDINANCE NO. 2023 - 7
GLADES COUNTY, FLORIDA

AN ORDINANCE ESTABLISHING LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT; PROVIDING A DISTRICT NAME; SETTING FORTH THE AUTHORITY FOR ADOPTING THE ORDINANCE; ESTABLISHING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESIGNATING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; ESTABLISHING THE GOVERNING DISTRICT CHARTER AS AUTHORIZED IN FLORIDA STATUTES CHAPTER 190; PROVIDING FOR NOTICE TO SUBSEQUENT PURCHASERS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has enacted and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, a community development district serves a governmental and public purpose by financing, providing, and managing certain basic infrastructure systems, facilities, and services as allowed by Florida law, specifically Chapter 190, Florida Statutes, for the use and enjoyment of the general public, and only property owners within the district are assessed through the district for these improvements within the district boundaries; and

WHEREAS, section 190.005(2), Florida Statutes, authorizes the Board of County Commissioners to adopt an ordinance granting a petition for the establishment of a community development district of less than 2,500 acres in size; and

WHEREAS, Okeechobee Community Developers LLC (Petitioner), has filed a petition with the Glades County Board of County Commissioners (Board) to adopt an ordinance establishing the Lakefront Estates Community Development District (sometimes hereafter referred to as "District") pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Petitioner is the owner of approximately 525 acres of real property proposed for inclusion within the District and has consented in writing to the establishment of the District; and

WHEREAS, the Board has conducted a public hearing on the petition in accordance with the requirements and procedures of sections 190.005(2)(b) and 190.005(1)(d), Florida Statutes, as amended; and

WHEREAS, the Board has considered the record of the public hearing and the factors set forth in sections 190.005(2)(c) and 190.005(1)(e), Florida Statutes, as

amended, in making its determination to grant or deny the petition for the establishment of the District; and

WHEREAS, the District established under this Ordinance, as an independent special district and a local unit of special-purpose government, shall be governed by Chapter 190, Florida Statutes, and all other applicable federal, state, and local laws; and

WHEREAS, the establishment of the District will protect, promote, and enhance the public health, safety, and general welfare of the County and its inhabitants, including the inhabitants of the District; and

WHEREAS, section 190.012, Florida Statutes, as amended, authorizes the District to exercise numerous special powers listed in section 190.012(1), Florida Statutes; and

WHEREAS, section 190.012, Florida Statutes, as amended, provides that the local general-purpose government must consent to the exercise by the District board of supervisors of those additional special powers as generally listed in section 190.012(2), Florida Statutes; and

WHEREAS, section 190.005(2)(d), Florida Statutes, as amended, provides that in an ordinance establishing a community development district, the Board may consent to the District board of supervisors' exercise of any of the optional special powers under section 190.012(2), Florida Statutes, as amended, at the request of the Petitioner; and

WHEREAS, the petition submitted by the Petitioner requests that the Board consent to the exercise by the District board of supervisors of all powers listed in sections 190.011 and 190.012(2)(a), (b) and (d), Florida Statutes, as amended; and

WHEREAS, the exercise of such additional special powers by the District board of supervisors shall be governed by Chapter 190, Florida Statutes, as amended, and all other applicable federal, state, and local laws; and

WHEREAS, the Board desires to consent to the exercise by the District board of supervisors of such additional special powers; and

WHEREAS, the Board's consent to the exercise by the District board of supervisors of such additional special powers will protect, promote, and enhance the public health, safety, and general welfare of the County and its inhabitants, including the inhabitants of the District.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Glades County, Florida, that:

SECTION 1. LEGISLATIVE FINDINGS.

The Board of County Commissioners of Glades County, Florida, hereby adopts the recitals contained in the "WHEREAS" clauses stated above as legislative findings in support of this Ordinance and incorporates them herein by reference as a part of this Ordinance.

SECTION 2. AUTHORITY.

The Board of County Commissioners is authorized to adopt this Ordinance by Florida law. In particular, this Ordinance is adopted pursuant to section 190.005(2), Florida Statutes, as amended.

SECTION 3. INTENT AND PURPOSE.

It is the intent and purpose of this Ordinance to establish a community development district the name of which is the Lakefront Estates Community Development District pursuant to Chapter 190, Florida Statutes, as amended, with all the rights and obligations appertaining thereto, including all obligations accruing pursuant to applicable federal, state, and local laws. It is further the intent and purpose of this Ordinance to grant the consent of the Board to the exercise by the District board of supervisors of certain additional special powers pursuant to section 190.012(2), Florida Statutes, as amended, with all the rights and obligations appertaining thereto, including all obligations accruing pursuant to applicable federal, state, and local laws.

SECTION 4. ESTABLISHMENT OF LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT.

- (a) **Establishment.** The Lakefront Estates Community Development District is hereby established pursuant to Chapter 190, Florida Statutes.
- (b) **Boundaries.** The provisions of this Ordinance shall apply to all areas within the boundaries of the District as described in the metes and bounds legal description attached hereto and made a part hereof as Exhibit "A".
- (c) **Initial board of supervisors.** The names of the five (5) persons designated as the initial members of the board of supervisors for the District are as follows:
 - (1) Shaya Lunger
 - (2) Sarah Lunger
 - (3) Pessy Farkas
 - (4) Shulamit Bossewitch
 - (5) Dona Krose
- (d) **Special Powers.** Pursuant to sections 190.005(2)(d) and 190.012(2), Florida Statutes, as amended, the Board of County Commissioners hereby consents to the exercise by the District board of supervisors of the following special

powers listed in sections 190.012(2)(a), (b) and (d), Florida Statutes. Specifically, the District shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

- (1) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and,
- (2) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion systems, and patrol cars, when authorized by the Glades County Sheriff's Department or other proper governmental agencies, except that the District may not exercise any police power but may contract with appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.

SECTION 5: STATUTORY PROVISIONS GOVERNING DISTRICT.

Lakefront Estates Community Development District will be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable federal, state and local laws.

SECTION 6: NOTICE TO SUBSEQUENT PURCHASERS.

Any and all agreements for the sale of property within the boundaries of the Lakefront Estates Community Development District must include the disclosure statement required in section 190.048, Florida Statutes, for the initial sale of property in the Lakefront Estates Community Development District and for all subsequent sales of property in the Lakefront Estates Community Development District. This requirement applies to the initial seller of a parcel as well as all subsequent sellers, successors and assigns, for the life of the Lakefront Estates Community Development District.

SECTION 7: SCRIVENER'S ERRORS.

Corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the County Manager, or the County Manager's designee, without need of public hearing, by filing a corrected ordinance with the County Clerk.

SECTION 8. CONFLICT.

All ordinances or parts of ordinances in conflict herewith are hereby repealed prospectively.

SECTION 9. SEVERABILITY.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon the adoption of this Ordinance by the Board of County Commissioners.

The foregoing Ordinance was offered by Commissioner Whidden, who moved its adoption. The motion was seconded by Commissioner Storter-Long and upon being put to a vote, the vote was as follows:

Timothy (Tim) Stanley	<u>YES</u>
Donna Storter Long	<u>YES</u>
Hattie Taylor	<u>YES</u>
Jerry Sapp	<u>NO</u>
Tony Whidden	<u>YES</u>

This Ordinance was duly passed and adopted on the 11 day of April, 2023.

GLADES COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: [Signature]
Timothy (Tim) Stanley, Chair



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
Richard W. Pringle, County Attorney

ATTEST:

[Signature]
Tami P. Simmons, Clerk of Courts
or her designee



EXHIBIT "A"

LEGAL DESCRIPTION LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT

(PARCEL 1)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST
THENCE NORTH 89°29'59" EAST ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 823.40
FEET TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 4;

THENCE NORTH 00°27'22" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1368.10 FEET TO A POINT
ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON FLORIDA'S
DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAINTENANCE MAP, MAP SECTION 05020-000,
DATED AUGUST OF 2014; THE FOLLOWING FOUR CALLS ARE ALONG SAID SOUTH RIGHT-OF-WAY LINE;

- 1) THENCE NORTH 57°49'47" EAST, A DISTANCE OF 3681.45 FEET TO THE POINT OF BEGINNING;
- 2) THENCE NORTH 57°49'47" EAST, A DISTANCE OF 2072.29;
- 3) THENCE NORTH 57°48'46" EAST, A DISTANCE OF 2770.06;
- 4) THENCE NORTH 57°49'26" EAST, A DISTANCE OF 3460.71 TO A POINT OF INTERSECTION WITH THE
WESTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S ACCESS ROAD
FOR STRUCTURE (S-127); THE FOLLOWING THREE CALLS ARE ALONG SAID WESTERLY AND SOUTHERLY
RIGHT-OF-WAY LINE;

- 1) THENCE SOUTH 32°10'34" EAST, A DISTANCE OF 398.89;
- 2) THENCE NORTH 57°49'57" EAST, A DISTANCE OF 597.92;
- 3) THENCE SOUTH 32°16'04" EAST, A DISTANCE OF 2733.87 TO A POINT OF INTERSECTION WITH THE
NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48), SAID POINT ALSO BEING ON THE SOUTH LINE OF
SECTION 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST;
THENCE SOUTH 89°34'44" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48) ALSO
BEING THE SOUTH LINE OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST, A DISTANCE OF 2160.98;
THENCE SOUTH 45°26'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48), A
DISTANCE OF 6438.67;
THENCE NORTH 59°53'11" WEST, A DISTANCE OF 1050.18;
THENCE NORTH 38°57'14" WEST, A DISTANCE OF 2464.28 TO THE POINT OF BEGINNING;

LESS AND EXCEPT

A STRIP OF LAND LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST ALSO
LOCATED IN SECTIONS 34 AND 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST, GLADES COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST,
THENCE SOUTH 00°25'09" EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1129.30
FEET TO THE BASELINE OF SURVEY OF STATE ROAD NUMBER 78 AS SHOWN ON THE FLORIDA
DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT-OF-WAY MAINTENANCE MAP, MAP SECTION
05020-000 DATED OCTOBER 2014;

THENCE CONTINUE SOUTH 00°25'09" EAST ALONG SAID EAST LINE OF SECTION 4, A DISTANCE OF 38.81
FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON
SAID FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT-OF-WAY MAINTENANCE MAP, THE
FOLLOWING 3 COURSES WILL BE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID POINT IS ALSO
THE POINT OF BEGINNING.

1) THENCE NORTH 57°49'47" EAST, A DISTANCE OF 438.75 FEET;
2) THENCE NORTH 57°48'46" EAST, A DISTANCE OF 2770.07 FEET;
3) THENCE NORTH 57°48'41" EAST, A DISTANCE OF 3460.71 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S (S.F.W.M.D.) ACCESS ROAD FOR STRUCTURE 127 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA;
THENCE SOUTH 32°10'34" EAST, ALONG SAID WEST LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S (S.F.W.M.D.) ACCESS ROAD FOR STRUCTURE 127 AND THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THB PUBLIC RECORDS OF GLADES COUNTY, FLORIDA, A DISTANCE OF 44.15 FEET;
THENCE SOUTH 57°30'40" WEST, A DISTANCE OF 1210.02 FEET;
THENCE SOUTH 32°10'34" EAST, A DISTANCE OF 8.40 FEET;
THENCE SOUTH 59°15'09" WEST, A DISTANCE OF 393.13 FEET;
THENCE SOUTH 72°40'00" WEST, A DISTANCE OF 51.73 FEET;
THENCE SOUTH 58°05'19" WEST, A DISTANCE OF 1807.71 FEET;
THENCE SOUTH 57°49'12" WEST, A DISTANCE OF 4839.15 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA;
THENCE NORTH 38°57'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 27.19 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIOHT-OFWAY MAINTENANCE MAP;
THENCE NORTH 57°49'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1633.54 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING IN GLADES COUNTY, FLORIDA

DEVELOPMENT AGREEMENT
(Lakefront Estates PD Project)

THIS DEVELOPMENT AGREEMENT (hereinafter, "Agreement") is entered into this 13 day of July, 2023 (the "Effective Date"), by and between **GLADES COUNTY**, a political subdivision of the State of Florida (hereinafter the "County"), whose address is 500 Avenue J SW, Moore Haven, FL 33471, and **OKEECHOBEE COMMUNITY DEVELOPERS LLC**, a Florida limited liability company (hereinafter the "Okeechobee Community Developers" or "Developer"), whose address is 36 Airport Road, Suite 402, Lakewood, NJ 08701. The County and the Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (the "Act"), authorizes a local government to enter into a development agreement in order to promote certainty in the development approval process, strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation in comprehensive planning, and reduce the economic costs of development; and

WHEREAS, the County has adopted Chapter 113 of the County's Land Development Code to enable the County to implement the provisions of the Act; and

WHEREAS, Okeechobee Community Developers owns approximately 525 acres of land located in Glades County, said property being legally described in Exhibit "A" attached hereto (hereinafter, the "Property"); and

WHEREAS, on or about February 11, 2020, a Planned Development rezoning was granted on the subject property by Glades County's adoption of Ordinance No. 2020-3 (Ordinance No. 2020-3 identified the Project as the G. Harvey Project); and

WHEREAS, on or about May 12, 2020, a Development Agreement was entered into between Glades County and Glenn Harvey, who was the owner of the Property at that time; and

WHEREAS, Glenn Harvey sold the Property to Okeechobee Community Developers on or about November 9, 2021; and

WHEREAS, Okeechobee Community Developers filed an application for a Planned Development rezoning (hereinafter, "PD Rezoning") for the Property, requesting approval of residential uses, commercial uses and ancillary uses related thereto that are different from the approvals granted to Glenn Harvey in Ordinance No. 2020-3; and

WHEREAS, the PD Rezoning request was approved by Glades County on January 10, 2023; and

WHEREAS, the PD Rezoning is pursuant to the application known as RZ22-02 and all references herein to the Project is a reference to the project permitted by the County pursuant to

RZ22-02 and the County's adoption of Ordinance No. 2022-11 (Ordinance No. 2022-11 identifies the Project as Lakefront Estates PD Project); and

WHEREAS, the County desires to ensure that all of the Developer's obligations described in Ordinance No. 2022-11 are included in this Agreement as contractual obligations of the Developer to the County; and

WHEREAS, the Board of County Commissioners conducted two public hearings on May 9, 2023, and May 22, 2023, prior to entering into this Agreement, all which were properly noticed by publication in the Okeechobee News and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and of the benefits to accrue to each Party, the County and the Developer agree as follows:

1. Recitals. The foregoing recitations are true and correct and are not mere recitals and are incorporated herein and made a part hereof by reference and form a part of this Agreement. Any Exhibit to this Agreement is deemed a part hereof.

2. Property Subject to this Agreement. The Property described on the attached Exhibit "A" is subject to this Agreement. The term Property and Project are used interchangeably in this Agreement.

3. Ownership. Okeechobee Community Developers represents that it is the fee simple owner of the Property and as such may lawfully enter into this Agreement and bind itself and its successors and assigns.

4. Proposed Development of the Property. The proposed development of the Property (the "Proposed Development" or "Development") will comply with the following:

A. Phases. The Proposed Development will occur in four (4) phases. Construction is proposed for all four (4) phases. Should development plans for the four (4) phases differ from the approved Conceptual Master Plan (reference Exhibits "B" and "C" in Ordinance 2022-11), which is sometimes hereinafter referred to as the approved Conceptual Master Plan, the Developer shall meet with the County Staff to determine if the proposed changes to the approved "Conceptual Master Plan" of the PD constitute minor or major changes pursuant to Section 125-174 (j) entitled "*Revisions to approved planned development ordinances*" of the Glades County Code of Ordinances ("LDC").

B. The Developer intends to develop a residential and commercial development consisting of a maximum of 1,300 dwelling units (840 single-family homes and 460 multi-family/single-family attached homes) and customary accessory uses, and commercial uses with the maximum Floor Area Ratio of 0.30, limited to the designated Neighborhood Commercial areas only as per the Conceptual Master Plan (254,000 square feet (sq. ft.) of various shopping areas (commercial retail space), 80,000 sq. ft. of commercial office, 31,000 sq. ft. of synagogues/shuls, and 2 private schools with a total of 1,200 students), with the associated roadways, stormwater treatment, utilities, landscaping, and other improvements which are required by Florida law and County ordinances, including Ordinance 2022-11. The maximum overall gross

residential density is 2.48 dwelling units per acre. No residential building shall be more than 35 feet in height, no commercial building shall be more than 45 feet in height, and no public service uses and houses of worship/synagogue uses shall be more than 35 feet in height.

5. Consistency with Comprehensive Plan. As permitted by the PD Rezoning, the County finds that the Proposed Development for the Property set forth in Ordinance 2022-11 and above is consistent with the Glades County Comprehensive Plan and Glades County Land Development Code.

6. Public Facilities. The following public facilities will serve the Proposed Development on the Property:

- A. Potable Water: Potable water will be coordinated between the Developer and Okeechobee Utility Authority (“OUA”) or other entity approved by the County. OUA has indicated to the Owner that OUA presently has adequate capacity to serve the Proposed Development.
- B. Sanitary Sewer: The Development Order for Phase 1 will include the required construction by Developer of an onsite community wastewater treatment system for the entire project which will be designed and installed during the site development process and approved as a part of the Development Order issued for Phase 1. Wastewater collection lines will be designed and installed during the site development process and approved as a part of the Development Order issued for each phase and the wastewater collection lines will continue to connect to the onsite system until public service is available. When available, wastewater treatment utility service will be provided by OUA or other entity acceptable to the County.
- C. Solid Waste: Solid waste service will be contracted through a private hauler subject to Glades County requirements. No garbage containers for any commercial uses or development will be located along the boundary with residential uses or development without the required landscape buffer. Commercial development will provide dumpster-style waste receptacles and will be placed onsite in accessible locations and will comply with the requirements of the LDC.
- D. Drainage: Subject to the requirements of Paragraph 7 below, drainage will be provided for the Project in accordance with conditions of approval by the County

and the applicable environmental resource permits issued by the South Florida Water Management District (SFWMD), and any other legal requirements of any applicable government agency that has jurisdiction and will be constructed and maintained in compliance with all applicable federal, state, and county laws, standards and requirements. The Proposed Development has been issued the following environmental resource permits by SFWMD: Permit Number 22-101892-P (conceptual approval for Phases 2 and 3) and Permit Number 22-101893-P (construction approval for Phase 1), which will be modified as needed to address the change in layout shown on the Conceptual Master Plan approved by Ordinance No. 2022-11 and the changes in the uses approved in the new Schedule of Uses approved by Ordinance 2022-11. The surface water management system will be completed for each phase as a part of the construction of the infrastructure for the phase pursuant to the County Development Order for that phase. Phase 4 will be permitted by SFWMD separately in the future.

- E. Fire and Rescue: Fire control and rescue services will be provided by the Lakeport/Buckhead Ridge Volunteer Fire Department, and EMS will be provided by Glades County Public Safety. Fire Hydrants with sufficient water flow to meet Glades County and NFPA requirements will be designed and installed during the site development process and approved as a part of the Development Order issued for each phase.

7. Development Permits Needed for Proposed Development. A list of the governmental permits that the Developer has acquired or will have to acquire, at the Developer's cost, for the Proposed Development is set forth below:

- South Florida Water Management District Environmental Resource Permit(s)
- South Florida Water Management District Water Use Permit(s) (dewatering)
- South Florida Water Management District Water Use Permit(s) (irrigation)
- Glades County Development Order(s)
- Glades County Building Permit(s)
- Florida Department of Environmental Protection Wastewater Permit(s)
- Okeechobee Utility Authority Potable Water Permit(s)
- Glades County Right of Way Permit(s)
- Florida Department of Transportation Permit(s)
- Any and all other government permits required from government agencies who have jurisdiction over the Property or the Proposed Development

The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

8. Development Order Process. As referred to herein, the Developer will be required to obtain a document issued by the County granting approval of the development of the Project improvements, including the Developer required improvements for the overall Project and for each phase of the Project, based upon the submittal of the plans for development and all other documentation as applicable and required by this Agreement and other applicable County regulations, which shall hereinafter be referred to as the "Development Order." The following is the procedure to be followed by the Developer to obtain the required Development Orders for the overall Project and for each phase of the Project.

A. Application Submittal Requirements. A request for a Development Order shall be submitted in accordance with the following requirements:

1) Site Plan. The Developer shall submit a site plan, in conformity with the PD Rezoning (Ordinance 2022-11, as amended) and drawn to scale by a Florida-licensed professional engineer. The site plan shall be submitted on 24" x 36" paper and accurately scale all existing and proposed development on the Property. The plan shall show property boundaries with a legal or a metes and bounds description, development name and lot numbers, if applicable. The area of the property shall be noted in square feet and acres. The plan shall show all proposed physical improvements including, but not limited to existing and proposed infrastructure facilities such as potable water facilities, waste water (sewer) collection and processing facilities, street improvements, including sidewalks and street drainage, buildings, off-street parking areas, pavement including calculation of pervious and impervious areas, landscaping, utilities, on-site recreation, stormwater management facilities, water bodies, wellheads, walls, poles, towers, signs, and the distances of all these improvements from the boundaries of the property.

2) Traffic Impact Statement. A traffic impact statement for the overall Project at build-out based on the estimated impacts that will be generated by the Project at build-out.

3) Landscape Plan. The Developer shall submit a landscape plan, in conformity with the PD Rezoning. The landscape plan shall be submitted on 24" x 36" paper at the same scale as the site plan. The plan shall show all required landscaping, including a plant legend, required materials, and their location on the site. The plan shall provide the locations and names of any existing trees, including significant oak trees, with labels as to which will remain and demonstrating compliance with the LDC and PD Rezoning, as may be applicable. The plan shall also demonstrate the location and widths of landscape buffer easements, as applicable.

4) Survey. A boundary survey and legal description, less than one (1) year old, that is signed, sealed, and prepared by a Florida professional surveyor and mapper, showing the location and dimensions of all property lines, existing streets or roads, easements, rights-of-way, and areas dedicated to the public.

5) A Florida licensed/registered engineer shall be employed by the Developer to design all Developer required improvements and other Developer improvements for the Project. All plans, drawings, reports and calculations shall be prepared, signed and sealed by the appropriate Florida licensed engineer, architect, surveyor, etc.

6) Proof of Ownership. The Developer shall submit proof of fee simple ownership of the Properties.

7) Fees. The Developer shall pay Development Order application processing fees as follows:

*Site Plan Review – Major	\$750 Initial filing fee \$125 Minor modifications \$250 Resubmittals Plus any costs for review by the County Attorney and County Engineer and Other Fees.
---------------------------	---

In addition, because of the large size of the Project and the limited staffing of the County, the Development Order application and associated documentation will be reviewed by a professional Florida licensed consultant of Glades County with expertise in the particular area of the review of the Development Order application, i.e. engineering, surveying, etc. as an independent contractor of Glades County at the sole expense of the Developer.

B. Application Processing. Once the Developer has submitted all required application materials to the Community Development Department, the application package will be submitted for review by the Community Development Director, or their designee, including the Florida licensed professional independent contractors of Glades County referenced above, who will perform the review of the application package on behalf of Glades County at the sole expense of the Developer. The Community Development Director, or their designee, will review the data and plans submitted by the Developer for consistency with the LDC and PD Rezoning and other applicable laws and regulations. Thereafter, the Community Development Director will issue a letter which either requests additional information from the Developer, approves the Development Order, approves the Development Order with conditions, or denies the Development Order request. Where the Community Development Director denies the application, the reasons for denial shall be stated in writing for the record.

C. Effect of Development Order Approval. Issuance of a Development Order indicates an approval of the site plan by the Community Development Director and authorizes applicants to apply for a building permit to construct the Developer required improvements and other improvements on the site in the timeframes described in Ordinance 2022-11, as amended, and other building permits. The decision of the Community Development Director shall be final and only appealable by the applicant within thirty (30) calendar days of the written notice of decision to the Land Use and Construction Oversight Commission. By obtaining a building permit, the applicant waives the right to appeal. The approval of a Development Order does not modify any timing requirements for the completion of certain elements of the Developer required improvements prior to vertical construction of buildings.

D. Period of Validity. The Development Order for the overall project shall expire six (6) calendar years from the date of the issuance of the Development Order unless a written request for an one (1) year extension of the expiration date is made by the Developer to the County prior to the Development Order expiration date and only if an extension of the expiration date is approved by the Community Development Director in writing. No more than three (3) extension requests can be made. Development Orders for individual phases shall expire simultaneously with the expiration of the Development Order for the overall Project. A Development Order runs with the land and transfers to the subsequent owner of the property covered by the Development Order.

E. Conformity to Development Order. All development and construction activity must conform to the approved Development Order documents, including the approved Development Order drawings, and conditions, at the Developer's expense. As a condition to the granting of a certificate of completion or occupancy, the applicant shall file a certificate by a Florida licensed/registered engineer or architect that all development and construction activity has conformed to the approved Development Order.

F. Modification of Development Order. Any proposed amendment, deviation or change to an approved Development Order must be reviewed by the Community Development Director to determine whether the proposed change constitutes a minor or major modification. Such a request must be filed in writing, and a written determination of whether a modification request constitutes a minor or a major modification will be rendered within thirty (30) working days of such request. The applicant may appeal the decision of the Community Development Director within thirty (30) days of the written determination to the Land Use and Construction Oversight Commission.

1) Minor modifications are slight variations or alterations to the Development Order such as a shift of a building footprint, deletion of excess parking spaces, etc., which cannot reasonably be expected to cause a change in the internal functioning of the site or its off-site impacts. Minor modifications may be approved by the Community Development Director, or their designee, when it is determined to be consistent with the approved Development Order. Such a request must be filed stating the nature of the request and justification for such, as well as an updated site plan illustrating the proposed change that has been prepared by a Florida licensed/registered professional. The Community Development Director shall provide a written response within thirty (30) calendar days to the Developer. If the Community Development Director denies the minor modification, the reasons for denial shall be stated in the response. Regardless of whether the minor modification is approved prior to or after a building permit has been issued, the Developer may proceed with the requested minor modification upon a favorable approval from the Community Development Director.

Minor modifications must be consistent with the general intent and purpose of the LDC and the PD Rezoning and must not:

a) Substantially alter the location of any points of access to the Property.

b) Substantially alter any Developer required improvements, including but not limited to streets, potable water service, waste water collection and processing improvements, landscaping, etc.

c) Increase the density or intensity of the development to occur on the Property.

d) Result in a reduction of previously required open space, minimal setbacks, general building location, or landscaping counts.

e) Result in a material modification or the cancellation of any condition placed upon the Development Order as originally approved.

f) Add additional property to the Property.

g) Substantially change the internal or external traffic pattern.

h) Increase the height of the building(s) including approved rooftop appurtenances by more than ten (10) percent of such building height.

i) Increase the floor area by more than one thousand (1,000) square feet.

2) Major modifications are non-minor modifications, including but not limited to additions, deletions or changes in the use, density and location of structures of an approved Development Order. Other modifications may be determined to be major if the Community Development Director determines they deviate substantially from an approved Development Order and can reasonably be expected to cause adverse changes in internal functions or its off-site impacts. Such changes will be reviewed by the Community Development Director in the same manner as a new application and the Community Development Director may require the same application submittals and fee as with a new application.

G. The granting of a Development Order does not waive or modify any of the legal requirements and obligations of the Developer under any law or regulation applicable to the Property or the Project, all of which shall be satisfied by the Developer at the Developer's expense.

9. Developer Commitments and Obligations. For and in consideration of the benefits received pursuant to this Agreement, the Developer agrees as follows (at times the improvements that must be constructed by the Developer will be referred to as the "Developer required improvements"):

A. Roads. The County and Developer agree that transportation impacts of the Development, as well as Ordinance 2022-11, require the Developer to construct roadway improvements, at Developer's cost, as a part of the Developer required improvements pursuant to Florida law, federal law, and Glades County regulations. The construction of the roadway improvements, including drainage and sidewalks, shall be mitigated by the Developer for each phase by compliance with Ordinance No. 2022-11 and as described herein; however, nothing

herein replaces, supersedes, limits, or modifies, in any way, the Developer's or County's rights and obligations under Florida law, federal law, or County regulations:

1) Phase 1.

a) The Developer, at the Developer's cost, will construct the internal and external roadway improvements for Phase 1 to comply with Glades County and state standards/requirements as a part of the Developer required improvements. The Developer has provided a Traffic Impact Analysis for Phase 1 of the Development for purposes of the County and the state determining the appropriate internal and external roadway improvement standards/requirements for the Development.

b) The Developer, at the Developer's cost, will construct the required roadway improvements to SR 78 associated with Access Point #1 pursuant to Glades County and state standards/requirements, including a left-turn lane for westbound traffic, which must be completed and in operation prior to the Development Order approval for Phase 1.

c) The Developer, at the Developer's cost, will construct the required roadway improvements to SR 78 associated with Access Point #2 pursuant to Glades County and state standards/requirements, which must be completed and in operation prior to the issuance of the first Certificate of Occupancy.

2) Phase 2.

a) The Developer, at Developer's cost, will construct the required roadway improvements to SR 78 associated with Access Point #3 pursuant to Glades County and state standards/requirements which must be completed and in operation prior to Development Order approval for Phase 2.

b) The Developer will, at the Developer's cost, provide an up to date traffic study to Glades County for Phase 2 and the Developer will construct all roadway improvements (internal and external) that are required to meet all state and county standards/requirements based upon an analysis of the traffic that will be generated by the new phase of the Development.

3) Phase 3.

a) The Developer will, at the Developer's cost, provide an up to date traffic study to Glades County for Phase 3 and the Developer will construct all roadway improvements (internal and external) that are required to meet all state and county standards/requirements based upon an analysis of the traffic that will be generated by the new phase of the Development.

4) Phase 4.

a) The Developer will, at the Developer's cost, provide an up to date traffic study to Glades County for Phase 4 and the Developer will construct all roadway improvements (internal and external) that are required to meet all state and county

standards/requirements based upon an analysis of the traffic that will be generated by the new phase of the Development.

B. Wastewater. The County and Developer agree that wastewater impacts of the Development, as well as Ordinance 2022-11, require the Developer to construct wastewater treatment and collection improvements, at Developer's cost, as a part of the Developer required improvements pursuant to Florida law, federal law, and Glades County regulations. The construction of the wastewater treatment and collection improvements shall be mitigated by the Developer for each phase by compliance with Ordinance 2022-11 and as described herein; however, nothing herein replaces, supersedes, limits, or modifies, in any way, the Developer's or County's rights and obligations under Florida law, federal law, or County regulations:

1) Phase 1.

a) The Developer will, at the Developer's cost, permit and construct an onsite community wastewater collection and treatment system as a part of the Developer required improvements that will be used for wastewater collection and treatment until public service is available. The County will not be responsible for any construction or maintenance costs associated with the wastewater collection lines/facilities of the Project.

b) The wastewater collection lines/facilities for the entire Development, including Phase 1, will be constructed by the Developer, at the Developer's cost, as a part of the Developer required improvements. The wastewater collection lines/facilities for the entire Development, including Phase 1, shall be dedicated to, owned by, and maintained by the CDD and/or the Property Owners Association that is created by the Developer and that is further described in this Agreement or to a perpetual maintenance entity such as the Okeechobee Utility Authority that is pre-approved by the County, which approval shall not be unreasonably withheld. The County will not be responsible for any construction or maintenance costs associated with the wastewater collection lines/facilities of the Project.

c) The Developer will provide in the Property Owners Association's declaration of covenants, conditions and restrictions for the Development, and in the binding documentation on the property owners, that all parcels in each Phase shall connect to the community wastewater treatment facility of the Development or the public wastewater utility service if and when it becomes available.

2) Phase 2.

a) The Developer will connect to a public wastewater utility system if available. Until a public wastewater utility system is available, Phase 2 will be served by the onsite community wastewater treatment system constructed during Phase 1.

b) Wastewater collection lines for Phase 2 will be designed and approved as a part of the Development Order issued for Phase 2 and will be completely installed prior to the issuance of a building permit for vertical construction in Phase 2.

3) Phase 3.

a) The Developer will connect to a public wastewater utility system if available. Until a public wastewater utility system is available, Phase 3 will be served by the onsite community wastewater treatment system constructed during Phase 1.

b) Wastewater collection lines for Phase 3 will be installed during the site development process prior to the issuance of a building permit for vertical construction in Phase 3.

4) Phase 4.

a) The Developer will connect to a public wastewater utility system if available. Until a public wastewater utility system is available, Phase 4 will be served by the onsite community wastewater treatment system constructed during Phase 1.

b) Wastewater collection lines for Phase 4 will be installed during the site development process prior to the issuance of a building permit for vertical construction in Phase 4.

C. Potable Water. The County and Developer agree that potable water delivery impacts of the Development, as well as Ordinance 2022-11, require the Developer to construct potable water delivery improvements, at the Developer's cost, as a part of the Developer required improvements pursuant to Florida law, federal law, and Glades County regulations. The construction of the potable water delivery improvements shall be mitigated by the Developer for each phase as described herein; however, nothing herein replaces, supersedes, limits, or modifies, in any way, the Developer's or County's rights and obligations under Florida law, federal law, or County regulation:

1) The Developer shall, at the Developer's cost, design and acquire approval of the potable water delivery improvements for each Phase as a part of the Development Order issued for each Phase. The potable water delivery improvements will be constructed for each Phase during each Phase's site development process as a part of the Developer required improvements. The permitting and construction of the potable water lines and fire hydrants shall comply with Glades County and state standards/requirements as a part of the Developer required improvements.

2) The entire potable water delivery improvements for the entire Development, shall be dedicated to, owned by, and maintained by the Developer and/or the Lakefront Estates Community Development District, which was created by the County's adoption of Ordinance No. 2023-7 on April 11, 2023 (the "CDD") and/or the Property Owners Association for the Development that is created by the Developer and that is further described in this Agreement or to a perpetual maintenance entity such as the Okeechobee Utility Authority that is pre-approved by the County, which approval shall not be unreasonably withheld. The County will not be responsible for any construction or maintenance costs associated with the potable water delivery improvements of the Development.

D. Except as otherwise provided herein, all Developer required improvements for the Project, including but not limited to, the roadway system, the surface water management system, the potable water delivery system, and the wastewater treatment, collection and processing system, for the Development will be constructed by the Developer, at the Developer's cost, and will be dedicated to, owned by, and shall be continuously maintained by the Developer and/or the CDD and/or the Property Owners Association for the Development that is created by the Developer and that is further described in this Agreement. The County will not be responsible for any construction or maintenance costs associated with any of the Developer required improvements, including the roadway system, the surface water management system, the potable water delivery system, or the wastewater treatment, collection and processing system of the Development.

E. At or prior to the issuance of the Development Order for Phase 1, the Developer will enter into a written agreement with the County which provides for and describes the Developer's financial assurances to the County for the complete and satisfactory construction of the Developer's improvements for the Project. The Developer's financial assurances must comply with the requirements of Chapter 137 of the LDC, especially Section 137-6.

F. As set forth above, roadway improvements to SR-78 associated with Access Point #1, must be completed prior to development order approval for Phase 1. Roadway improvements to SR 78 associated with Access Point #2, must be completed prior to the issuance of the first Certificate of Occupancy for Phase 1. Roadway improvements to SR 78 associated with Access Point #3 must be completed prior to Development Order approval for Phase 2. All other Developer required improvements must be completed prior to issuance of a building permit for vertical construction in the applicable phase.

G. The County and Developer agree that prior to the development of Phase 1, the Developer will form a master property owners association as defined in section 720.301, Florida Statutes (the "Property Owners Association" or the "Association") for the entire Development, and will simultaneously record in the Official Records of Glades County, Florida, a declaration of covenants, conditions and restrictions (the "Declaration"), which shall be binding on, and encumber, the Property and all of the owners within each phase of the Development at such time as the final plat is approved and recorded for that phase. Upon the approval and recording of each subsequent final plat for a new phase of the Project, a joinder shall be recorded subjecting all of the real property and owners within that phase to the Declaration of the Association. The Declaration shall include, at a minimum, the following provisions:

1) *Common area maintenance*: Either the CDD or the Association shall own, control, and shall be responsible for the continuous maintenance of all of the common areas (to include, but not be limited to, roads, sidewalks, open space, parks, community centers, buffers, surface water management areas, potable water delivery, wastewater treatment, collection and processing, and any other Developer required improvements or common elements) within the entire Development until that responsibility is transferred to the OUA or another entity that is pre-approved by Glades County, which approval shall not be unreasonably withheld. All maintenance of all common areas shall be performed in a good and workmanlike manner in accordance with all of the requirements of Glades County and all other government agencies who have jurisdiction over the Development.

2) *Wastewater*: Either the CDD or the Association shall own, control, and continuously maintain the wastewater treatment, collection and processing systems unless or until that responsibility is transferred to the OUA or other entity that is pre-approved by Glades County, which approval shall not be unreasonably withheld.

3) *Roadways*. Either the CDD or the Association shall own, control, and continuously maintain all of the internal roads in the entire Development. Said roads will not be conveyed to the County and the County shall not be responsible for any costs related to the construction or maintenance of the internal roads in the Development.

4) *Irrigation, landscape and other common elements*: Either the CDD or the Association will own, control, and continuously maintain the irrigation system, landscaped buffers, setbacks, sidewalks, all other common areas and the surface water management system in the entire Development.

5) *Buildings*: Either the CDD or the Association shall own, control, and continuously maintain the exterior of all common buildings and improvements.

6) *Mandatory participation of property owners*: The CDD and the Association documentation will provide that, upon platting, all property owners of the platted area, both residential and commercial, will be obligated to be members of the Association and to abide by all of the applicable requirements of the Association including future property use and maintenance and future funding of the maintenance of the Development's common elements and the Developer required improvements.

7) *Enforcement*: The CDD and the Association documentation will include a provision granting to Glades County the right and power, but not the obligation, to enforce the Association rights and obligations described in the Association documents, including the Declaration.

H. Incorporation of PD Rezoning Terms and Conditions. A PD Rezoning approval has been granted for the Property by Ordinance 2022-11 and all conditions and obligations of the Owner/Developer of the Property contained in Ordinance 2022-11 are incorporated herein and made a part hereof by reference as if fully set out in this Development Agreement as contractual conditions and obligations of the Owner/Developer, and its successors and assigns, under this Agreement. Further, all development authority granted to the Developer in Ordinance 2022-11 is incorporated herein and made a part hereof by reference as if fully set out in this Development Agreement. Nothing herein replaces, supersedes, limits, or modifies, in any way, the Developer's or County's rights and obligations under Florida law, federal law, or County regulations, including Ordinance 2022-11.

10. Applicable Land Use Regulations. Pursuant to Section 163.3233, Florida Statutes, the Proposed Development within the Property shall be subject to the County's Land Development Code, Ordinance 2022-11, and policies governing development as of the Effective Date of this Agreement. The County may apply subsequently adopted regulations and policies only in accordance with Section 163.3233(2), Florida Statutes.

11. Duration of Agreement. This Agreement shall remain in full force and effect for thirty (30) years from its Effective Date unless terminated earlier as provided in Paragraph 11 and 12 of this Agreement or unless all of Developer's obligations under this Agreement have not been satisfied and completed in full within thirty (30) years of its Effective Date, in which case the term of this Agreement shall be automatically extended for additional five (5) year terms until all of the Developer's obligations under this Agreement have been satisfied and completed in full. The duration of the Agreement may be extended with the Parties' mutual written consent in accordance with Section 163.3229, Florida Statutes.

12. Amendment and Termination.

A. This Agreement may be amended or terminated with the Parties' mutual consent, in writing, signed by both Parties.

B. This Agreement will terminate upon expiration of the term of the Agreement specified in Paragraph 11 above, without said term having been extended by the Parties in writing; however, in no instance shall this Agreement terminate prior to the Developer's completion and full satisfaction of all of the Developer's obligations described herein and in Ordinance 2022-11.

C. At Developer's option, Developer may terminate this Agreement if any judicial or administrative challenge or appeal of the approved PD Rezoning is not decided or resolved in a manner that upholds the validity of the PD Rezoning as approved by the County at the level of development described in Ordinance 2022-11.

13. Periodic Review. The County will review this Agreement annually beginning on the first anniversary of the Effective Date pursuant to Section 163.3235, Florida Statutes, to determine if there has been good faith compliance with the terms of this Agreement. If the County determines, on the basis of substantial competent evidence, that there has been a failure by the Developer to comply in good faith with the terms of this Agreement, the County may, after notice to Developer specified in Paragraph 13 below and a public hearing, modify this Agreement to ensure good faith compliance by the Developer or the County may unilaterally terminate this Agreement and all future development rights granted by Ordinance 2022-11 that have not been properly exercised by Developer prior to the County's termination of this Agreement.

14. Notices. All notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to the Developer: Okeechobee Community Developers LLC
36 Airport Road, Suite 402
Lakewood, NJ 08701

With a copy to: Solomon Cooperman Recondo & Weiss
Ben Solomon, Esq.
PO Box 311059
Miami, FL 33231

If to the County: County Manager
500 Ave J SW
PO Box 1527
Moore Haven, FL 33471

With a copy to: County Attorney
Richard W. Pringle, Esq.
2125 First Street, Suite 200
Fort Myers, FL 33901

15. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

16. Governing Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement shall be exclusively in Glades County, Florida.

17. Severability. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement shall not be affected or impaired, each remaining provision shall remain in full force and effect, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18. Rules of Construction. The use of the word "shall" or of "will" is interchangeable and both words have the same meaning and indicate a mandatory obligation. Words and Terms used herein shall have their definitions contained in Chapter 137 of the Code or elsewhere in the Code if not defined in Chapter 137. If a term is not defined specifically herein or in the Code, the term must be given its commonly understood meaning.

19. Entire Agreement; Termination of Prior Agreements. This Agreement embodies the whole Development Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein related to this Development Agreement. This Development Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, regarding the Development Agreement for the Project between the Parties. The Parties acknowledge and agree that they may enter into other agreements related to the Project such as an agreement on the Developer's financial assurances for the Project.

20. Conflict of Laws. Pursuant to Section 163.3241, Florida Statutes, if state or federal laws are enacted subsequent to the execution of this Agreement which are applicable to and preclude either Party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws.

21. Covenants Running with the Land and Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land, and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their successors, grantees, and assigns, and future property owners and/or property owners associations. Upon prior notice and approval by the County, which approval shall not be unreasonably withheld, the obligations of the Developer may be assigned to one or more successor developers, property owners and/or property owners associations, and the Developer may thereafter be relieved of all obligations hereunder if approved by the County, which approval shall not be unreasonably withheld.

22. Effective Date. This Agreement will become effective upon the full execution by both Parties and the recording of the Agreement in the Official Records of Glades County.

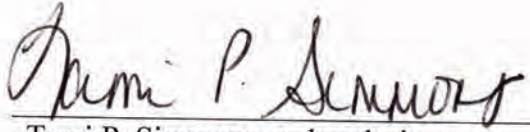
23. Recording of Agreement. This Agreement will be recorded by the County in the Official Records of Glades County within fourteen (14) days of approval by the Glades County Board of County Commissioners. The costs of recording this Agreement will be paid by the Developer.

IN WITNESS WHEREOF, the Parties have set their hands and seals this 13 day of July, 2023.

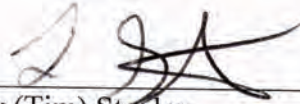
[Signatures on following page.]

ATTEST:

**BOARD OF COUNTY
COMMISSIONERS
GLADES COUNTY, FLORIDA**



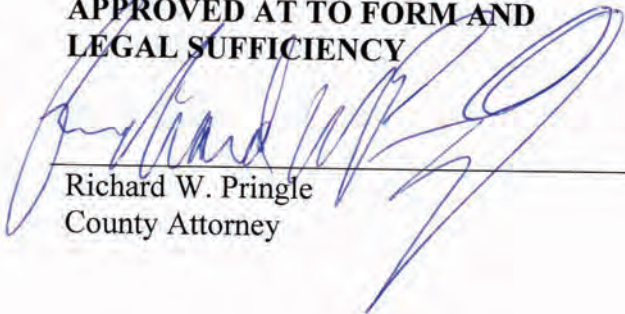
Tami P. Simmons, or her designee
Clerk of the Circuit Court



Timothy (Tim) Stanley
Chairman

**APPROVED AT TO FORM AND
LEGAL SUFFICIENCY**

DEVELOPER



Richard W. Pringle
County Attorney

By: _____

Print Name: JEFF AKERMAN

As its: CEO

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

(PARCEL 1)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST
THENCE NORTH 89°29'59" EAST ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 823.40
FEET TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 4;

THENCE NORTH 00°27'22" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1368.10 FEET TO A POINT
ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON FLORIDA'S
DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAINTENANCE MAP, MAP SECTION 05020-000,
DATED AUGUST OF 2014; THE FOLLOWING FOUR CALLS ARE ALONG SAID SOUTH RIGHT-OF-WAY LINE;

1)THENCE NORTH 57°49'47" EAST, A DISTANCE OF 3681.45 FEET TO THE POINT OF BEGINNING;

2)THENCE NORTH 57°49'47" EAST, A DISTANCE OF 2072.29;

3)THENCE NORTH 57°48'46" EAST, A DISTANCE OF 2770.06;

4)THENCE NORTH 57°49'26" EAST, A DISTANCE OF 3460.71 TO A POINT OF INTERSECTION WITH THE
WESTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S ACCESS ROAD
FOR STRUCTURE (S-127); THE FOLLOWING THREE CALLS ARE ALONG SAID WESTERLY AND SOUTHERLY
RIGHT-OF-WAY LINE;

1)THENCE SOUTH 32°10'34" EAST, A DISTANCE OF 398.89;

2)THENCE NORTH 57°49'57" EAST, A DISTANCE OF 597.92;

3)THENCE SOUTH 32°16'04" EAST, A DISTANCE OF 2733.87 TO A POINT OF INTERSECTION WITH THE
NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48), SAID POINT ALSO BEING ON THE SOUTH LINE OF
SECTION 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST;

THENCE SOUTH 89°34'44" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48) ALSO
BEING THE SOUTH LINE OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST, A DISTANCE OF 2160.98;

THENCE SOUTH 45°26'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF LEVEE (L-48), A
DISTANCE OF 6438.67;

THENCE NORTH 59°53'11" WEST, A DISTANCE OF 1050.18;

THENCE NORTH 38°57'14" WEST, A DISTANCE OF 2464.28 TO THE POINT OF BEGINNING;

LESS AND EXCEPT

A STRIP OF LAND LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST ALSO LOCATED
IN SECTIONS 34 AND 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST, GLADES COUNTY, FLORIDA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST, THENCE SOUTH 00°25'09" EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1129.30 FEET TO THE BASELINE OF SURVEY OF STATE ROAD NUMBER 78 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT-OF-WAY MAINTENANCE MAP, MAP SECTION 05020-000 DATED OCTOBER 2014;

THENCE CONTINUE SOUTH 00°25'09" EAST ALONG SAID EAST LINE OF SECTION 4, A DISTANCE OF 38.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT-OF-WAY MAINTENANCE MAP, THE FOLLOWING 3 COURSES WILL BE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID POINT IS ALSO THE POINT OF BEGINNING.

1)THENCE NORTH 57°49'47" EAST, A DISTANCE OF 438.75 FEET;

2)THENCE NORTH 57°48'46" EAST, A DISTANCE OF 2770.07 FEET;

3)THENCE NORTH 57°48'41" EAST, A DISTANCE OF 3460.71 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S (S.F.W.M.D.) ACCESS ROAD FOR STRUCTURE 127 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA;

THENCE SOUTH 32°10'34" EAST, ALONG SAID WEST LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S (S.F.W.M.D.) ACCESS ROAD FOR STRUCTURE 127 AND THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA, A DISTANCE OF 44.15 FEET;

THENCE SOUTH 57°30'40" WEST, A DISTANCE OF 1210.02 FEET;

THENCE SOUTH 32°10'34" EAST, A DISTANCE OF 8.40 FEET;

THENCE SOUTH 59°15'09" WEST, A DISTANCE OF 393.13 FEET;

THENCE SOUTH 72°40'00" WEST, A DISTANCE OF 51.73 FEET;

THENCE SOUTH 58°05'19" WEST, A DISTANCE OF 1807.71 FEET;

THENCE SOUTH 57°49'12" WEST, A DISTANCE OF 4839.15 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 307 AT PAGE 943 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA;

THENCE NORTH 38°57'14" WEST ALONG SAID WEST LINE, A DISTANCE OF 27.19 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 78 AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT-OF-WAY MAINTENANCE MAP;

THENCE NORTH 57°49'47" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1633.54 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING IN GLADES COUNTY, FLORIDA,

19515102 _4



**South Florida Water Management District
Individual Environmental Resource Permit No. 22-108575-P
Date Issued: October 13, 2023**

Permittee: Okeechobee Community Developers, LLC
36 Airport Road Suite 402
Lakewood, NJ 08901

Project: Lakefront Estates

Application No. 230227-37743

Location: Glades County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

A handwritten signature in blue ink, appearing to read "Gary R. Priest".

Gary R. Priest, P.E.
Engineering Section Administrator, Environmental Resource Bureau

**South Florida Water Management District
Individual Environmental Resource Permit No. 22-108575-P**

Date Issued: October 13, 2023 **Expiration Date:** October 13, 2028

Project Name: Lakefront Estates

Permittee: Okeechobee Community Developers, LLC
36 Airport Road Suite 402
Lakewood, NJ 08901

Operating Entity: Lakefront Estates Community Development District
27499 Riverview Center Blvd #253
Bonita Springs, FL 34134

Location: Glades County

Permit Acres: 524.99 acres

Project Land Use: Residential
Commercial

Special Drainage District: N/A

Water Body Classification: CLASS III

FDEP Water Body ID: 3214

Wetland and Surface Water Impacts: 6.088 acres

Conservation Easement to District: No

Sovereign Submerged Lands: No

Project Summary

This Environmental Resource Permit (ERP) authorized Construction and Operation of a stormwater management (SWM) system serving 524.99-acres of residential development for a project known as Lakefront Estates.

The project includes construction of all residential lots, roadways, and SWM facilities and a SWM serving the adjacent Florida Department of Transportation (FDOT) right-of-way of State Road 78, which includes both onsite and offsite works. The project will discharge to the Lake Okeechobee Rim Canal. The project was previously granted a conceptual approval Permit No. 22-101892-P and a phase of construction Permit No. 22-101893-P. This construction permit is a complete redesign of the project and its SWM system and includes construction of the entire site limits. This construction permit supersedes the prior construction permit. Construction authorization within the commercial parcels is limited to perimeter grading only. Future construction within the commercial parcels will require a separate permit authorization. Please refer to SWM Plans Exhibit No. 2.0 and SWM Report No. 2.1 for additional details.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The site is mostly cleared and includes several wetlands. The current land use is improved pasture for grazing livestock. Please see Location Map Exhibit No. 1.0 for additional details.

Background

Permit No. 22-101893-P authorized construction and operation of a SWM system serving 132.33-acres of residential development for a project known as G. Harvey Estates Phase 1.

Permit No. 22-101892-P authorized conceptual approval of a SWM system serving 445.51 acre residential development for a project known as G. Harvey Estates.

A permit transfer was issued to Okeechobee Community Developers, LLC as requested under Application 220406-33846. The only modification authorized by this action is a change in permittee. The permit remains subject to the Expiration Date, General Conditions, and Special Conditions as previously issued.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the SWM system is the responsibility of the Lakefront Estates Community Development District as indicated in the recorded governing documents (Please refer to Exhibit No. 4.0) and correspondence (Please refer to Exhibit No. 4.1). Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded copies of its governing documents must be provided in accordance with General Condition No. 7.

The subject site accepts discharge from the adjacent Florida Department of Transportation (FDOT) Right-of-Way; an FDOT permit was provided for the offsite works and a draft plat was provided granting a drainage easement to FDOT; Please refer to Exhibit No. 4.2 for the draft plat.

Prior to or concurrent with submittal of the engineering completion certification, a copy of the recorded plat granting the easement to FDOT for the continuation of this drainage must be submitted.

Engineering Evaluation:

Land Use

Please refer to Sheet 1 of 33 of the SWM Plans Exhibit No. 2.0 and SWM Report Exhibit No. 2.1 for land use details for each of the 4 Basins/Phases.

Water Quality

The project is within the Lake Okeechobee watershed which is impaired, pursuant to 62-304.705 F.A.C. In order to provide reasonable assurance that the proposed project will not contribute to the existing impairment, an additional 50% water quality treatment volume is provided. A site specific pre vs. post development nutrient loading analysis has been provided demonstrating that the proposed system will not increase the annual nutrient loading over existing conditions.

The project provides the required water quality treatment volume based on 1 inch over the controlled basin areas. Please refer to Sheet 1 of 33 of the SWM Plans Exhibit No. 2.0 and SWM Report Exhibit No. 2.1 for water quality details for each of the 4 Basins/Phases.

The project includes implementation of a Turbidity and Erosion Control Plan as additional reasonable assurance of compliance with water quality criteria during construction. Please refer to Exhibit No. 2.0 for details.

Water Quantity

As a result of the low discharge rate, the SWM system does not recover within 12 days pursuant to Vol. II Section 3.9. In order to provide reasonable assurance of the long term flood protection of the system, minimum flood protection levels were established based on the peak stage of a second design storm. Please refer to Sheet 1 of 33 of the SWM Plans Exhibit No. 2.0 and SWM Report Exhibit No. 2.1 for design storm and flood protection details.

Discharge

The project is located within the S-127 Basin. The peak discharge rate of 20.2 cubic feet per second per square mile is within the allowable limit for the area. Please refer to SWM Report Exhibit No. 2.1 for details.

Parking Lot Design

The minimum parking lot elevations have been set at or above the design storm elevation. Please refer to Sheet 1 of 33 of the SWM Plans Exhibit No. 2.0 and SWM Report Exhibit No. 2.1 for design storm and flood protection details.

Road Design

The minimum road center line elevations have been set at or above the design storm elevation. Please refer to Sheet 1 of 33 of the SWM Plans Exhibit No. 2.0 and SWM Report Exhibit No. 2.1 for design storm and flood protection details.

Finished Floors

The minimum finish floor elevations have been set at or above the design storm elevation. Please refer to Sheet 1 of 33 of the SWM Plans Exhibit No. 2.0 and SWM Report Exhibit No. 2.1 for design storm and flood protection details.

Offsite Flow

The project includes construction of both onsite and offsite works associated with the Florida Department of Transportation (FDOT) Basin shown on the Conceptual Master Plan Exhibit No. 2.2. Construction within SR-78 right-of-way will require authorization from the FDOT. The FDOT Basin is a bypass system consistent with the existing condition and conceptual approval. The FDOT Basin will convey offsite stormwater runoff from the State Road 78 right-of-way through the site to the Lake Okeechobee Rim Canal.

Please refer to Exhibits Nos. 2.0 and 2.1 for details.

Certification, Operation, and Maintenance

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Section 5.4.2, ERP AH Vol. II.
- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Swales – maintain the permitted cross-section and vegetative cover.
- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.
- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

Environmental Evaluation:

Wetlands and Other Surface Waters (OSW)

The project site contains 15 freshwater wetlands totaling approximately 32.78 acres, and 5.97 acres of OSW's (onsite man-made lake). Please see Exhibit No. 2.0 for the locations of these features. The wetlands can generally be described as freshwater marsh and mixed hardwoods. Additional wetland descriptions are available in the ePermitting file and Exhibit No. 3.0.

The project will result in direct impact to 0.116 acres of wetlands (Wetlands 11, 13, and 14), as well as dredging and/or filling in 5.97 acres of OSW. Mitigation is not required for proposed work in OSW's pursuant to section 10.2.2.3 of the ERP AH Vol. I. Mitigation is also not required for impact to Wetlands 11,13, and 14 because the Permittee has demonstrated compliance with sections 10.2.2 through 10.2.3.7 and 10.2.5 through 10.3.8 of the ERP AH Vol. I for regulated activities in isolated wetlands less than one half acre in size.

Because the remaining ~32.67 acres of wetlands will be preserved onsite with minimum 25-foot upland buffers surrounding them, District Staff have determined the project meets the elimination and reduction criteria in Section 10.2.1, ERP AH Vol. I. There are no cumulative impacts associated with the project.

Of the wetlands to remain unimpacted onsite; Wetlands 5 through 10, 12, and 15, along with associated upland buffer areas, are currently under a conservation easement dedicated to the District pursuant to Application No. 180626-656, Permit No. 22-101893-P for G. Harvey Estates Phase 1 Construction. Please refer to Exhibit No. 3.1 for the recorded conservation easement.

Wetland seasonal high-water elevations were field verified and surveyed. Onsite wetlands will be incorporated into the design of the SWM system as shown on Exhibit No. 2.0. Proposed rim elevations for the wetland structures were designed to coincide with hydroperiod of the wetlands in which they connect. A recovery analysis for the 5- year, 1-day storm event demonstrates wetland stages will recover back down to seasonal high-water elevation in sufficient time to not adversely impact wetland hydrology. Please refer to Exhibit No. 3.2 for further details.

No water quality impacts are expected to occur as calculations were provided demonstrating all runoff which enters each wetland area will receive the required water quality treatment and outfall velocities will mimic a natural sheet flow into the wetland. Rear lot line swales will provide water quality treatment for the minimal areas of yards which discharge into the wetlands. The remainder of the project will discharge into the wet detention system, then into the wetlands.

Temporary impacts to the wetland buffer areas due to the installation of stormwater structures will be re-planted with native wetland and upland vegetation and restored to natural grade once the structures are installed pursuant to Special Condition No. 10.

Due to the close proximity of the lakes and the difference between the control elevation and wetland seasonal high water elevations, the applicant provided a gradient analysis evaluating the compatibility of the proposed control elevations with the onsite wetlands. Based on the calculations, the applicant is proposing to construct impermeable hydrologic barriers around the lakes adjacent to Wetlands 3 and 5, where the gradient exceeded 0.005 ft/ft (vertical distance in elevation/horizontal distance), as a measure to protect wetlands from adverse hydrologic impact. Impermeable barriers shall be installed prior to any lake excavation and are detailed on Exhibit No. 2.0.

To ensure no water quality impacts will occur, Best Management Practices (BMPs), including turbidity curtains, will be utilized during construction.

Monitoring and Maintenance

Because onsite wetlands will be incorporated into the SWM design, wetland monitoring will be conducted by the permittee for a period of five consecutive years to ensure adverse hydrologic impacts will not occur. Exhibit No. 3.0 describes the monitoring methodology, locations, and maintenance activities. Monitoring

includes vegetative cover, hydrologic conditions, as well as wildlife usage and recommendations for maintenance work. Annual reports shall be submitted to the District in accordance with the project work schedule herein.

Perpetual maintenance will also be required. Maintenance criteria are found in the special conditions and Exhibit No. 3.0. Maintenance will be conducted in perpetuity by the Lakefront Estates Community Development District as identified on Exhibit No. 3.4.

Fish, Wildlife, and Listed Species

The wetlands to be preserved provide habitat for wetland-dependent species including sandhill crane, little blue heron, wood stork, white egret, and crested caracara. The proposed preservation will provide or improve habitat for wetland-dependent and aquatic species. No aquatic or wetland-dependent listed species or species having special protection were observed to be using the uplands within the project for nesting or denning.

The District received correspondence from the Florida Fish and Wildlife Conservation Commission (FFWCC) dated August 9, 2018 as part of the review of related Permit No. 22-101893-P. Correspondence included recommendations for nesting and denning surveys to be conducted for sandhill cranes, wading birds, American kestrel, southern fox squirrel and Audubon's crested caracara, as described in Exhibit 3.3. The letter indicated that should any nests or dens be identified, buffers shall be established as required by FFWCC and the adjacent construction schedule shall be adjusted to avoid activity within those areas. A subsequent survey for these species was conducted by JL Environmental in 2023, which is also attached in Exhibit No. 3.3. It shall be the responsibility of the Permittee to coordinate with FFWCC regarding any additional comments they may have regarding these species.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters: 38.757 acres
 Direct Wetland Impacts/ Work in OSW: 6.088 acres
 Secondary impacts: 0 acres
 Net UMAM Functional Loss/ Gain: 0 units

Lakefront Estates

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
W1	0.451	Avoided/Preserved	Wetlands			0.000
W2	1.656	Avoided/Preserved	Wetlands			0.000
W3	2.363	Avoided/Preserved	Wetlands			0.000
W4	4.393	Avoided/Preserved	Wetlands			0.000
W5	4.945	Avoided/Preserved	Wetlands			0.000
W6	4.766	Avoided/Preserved	Wetlands			0.000
W7	8.234	Avoided/Preserved	Wetlands			0.000
W8	0.177	Avoided/Preserved	Wetlands			0.000
W9	2.789	Avoided/Preserved	Wetlands			0.000
W10	1.506	Avoided/Preserved	Wetlands			0.000
W11	0.039	Direct Impact	Wetlands			0.000
W12	1.331	Avoided/Preserved	Wetlands			0.000
W13	0.042	Direct Impact	Wetlands			0.000
W14	0.035	Direct Impact	Wetlands		0	0.000
W15	0.058	Avoided/Preserved	Wetlands			0.000
OSW	5.972	Works in Surface Waters	Ponds			0.000
Total: 38.757						0.000

Related Concerns:**Water Use Permit Status**

The permittee has indicated that irrigation will not be required and landscaping will utilize drought tolerant plants.

The permittee has indicated that dewatering is required for construction of this project. If the proposed dewatering does not qualify for the permit by rule under Rule 40E-2.061, F.A.C., a Water Use Permit for dewatering must be obtained prior to construction.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Historical/ Archeological Resources

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore, the project is unlikely to have an effect upon any such resources.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the

County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Perpetual O&M of the SWM system shall be the responsibility of the Lakefront Estates Community Development District. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entity with supporting documentation must be submitted in accordance with General Condition No. 7.
3. Prior to or concurrent with submittal of the engineering completion certification, recorded documentation of perpetual legal reservation(s), such as an easement or plat dedication, for the subject site's acceptance of upstream discharge must be submitted.
4. This permit does not eliminate the need to obtain any and all necessary easements and rights of way prior to the start of any activity approved herein. This permit does not convey to the permittee, or create for the permittee, any property right, or any interest in real property; nor does it authorize any entrance upon, or activities on, property which is not owned or controlled by the permittee; or convey any rights or privileges other than those specified in the permit and Chapter 62-330, F.A.C..

No work shall occur within the FDOT right-of-way until all necessary FDOT permits are obtained authorizing the proposed work on FDOT property.

5. All non-residential, commercial, or industrial projects must provide one half inch of dry pre-treatment prior to discharging to the master system.
6. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the Okeechobee Service Center at (863) 462-5260 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
7. An average 25' wide, minimum 15', buffer of undisturbed upland vegetation shall be maintained between the proposed development and existing wetlands. Buffers shall be staked and roped and District environmental staff notified for inspection prior to clearing.
8. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.
9. A monitoring program shall be implemented in accordance with Exhibit No. 3.0. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the 5 year monitoring program the entire preservation area shall contain an 80% coverage of desirable

obligate and facultative wetland species.

10. The areas to be temporarily disturbed by the installation of control structures in wetlands will be backfilled and replanted within 30 days of installation. Monitoring of the replanted areas shall consist of photos taken from fixed point photostations as shown on Exhibit No. 3.0. Monitoring of temporary impact areas shall be done concurrently with other required monitoring for Lakefront Estates.

11. A maintenance program shall be implemented in accordance with Exhibit No. 3.0 for the preserved wetland and upland buffer areas on a regular basis to ensure the integrity and viability of those areas as permitted.

Maintenance shall be conducted in perpetuity to ensure that the wetlands under conservation easement are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity per Permit No. 22-101893-P which established the conservation easements. Remaining wetlands not under conservation easement shall to be maintained in their current condition.

Maintenance in perpetuity shall also ensure that wetlands under conservation easements, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas. Remaining wetlands not under conservation easement shall to be maintained in their current condition.

12. Activities associated with the implementation of the monitoring and maintenance plan shall be completed in accordance with the project work schedule attached herein. Any deviation from these time frames must be coordinated with the District's Environmental Resource Compliance staff and may require a minor modification to this permit. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

13. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

Pursuant to comments received from FFWCC dated August 9, 2018 as part of the review of related Permit No. 22-101893-P, nesting and denning surveys shall be conducted for sandhill cranes, wading birds, American kestrel, southern fox squirrel and Audubon's crested caracara as described in Exhibit 3.3 and survey protocols described in the aforementioned 2018 correspondence. Should any nests or dens be identified, buffers shall be established as required by FFWCC and the adjacent construction schedule shall be adjusted to avoid activity within those areas. A survey for these species was conducted in 2023, which is also attached in Exhibit No. 3.3. It shall be the responsibility of the Permittee to coordinate with FFWCC regarding any additional comments they may have regarding these species.

14. The wetlands and upland buffer zones preserved under conservation easement pursuant to Permit No.

22-101893-P and as shown on Exhibit No. 3.1 may in no way be altered from their natural or permitted state. Activities prohibited within the conservation areas include, but are not limited to: (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground; (b) dumping or placing soil or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials; (c) removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic and nuisance vegetation removal; (d) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface; (e) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition; (f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking or fencing; (g) acts or uses detrimental to such retention of land or water areas; and (h) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

15. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

16. Silt fencing shall be installed at the limits of construction to protect all of the preserve areas from silt and sediment deposition during the construction of the project. A floating turbidity barrier shall be installed during the construction of the final discharge structure into the adjacent canal/water body. The silt fencing and the turbidity barrier shall be installed in accordance with Exhibit No. 2.0. The sediment controls shall be installed prior to the commencement of any clearing or construction . The silt fencing and turbidity barriers shall remain in place and be maintained in good functional condition until all adjacent construction activities have been completed and all fill slopes have been stabilized. Upon completion of the project and the stabilization of the fill, the permittee shall contact the District's Environmental Resource Compliance staff to inspect the site and approve the removal of the silt fencing and turbidity barriers.

17. Livestock exclusionary fencing shall be constructed along the landward edge of the upland buffer around all wetlands.

18. Prior to commencement of construction, a Consumptive Use permit for dewatering shall be obtained or demonstration that the work qualifies for the permit by rule under Rule 40E-2.061, F.A.C. shall be provided.

If proceeding with a General Permit by rule for construction dewatering, the Permittee acknowledges that the dewatering operation is subject to the Permit Conditions in Section 5.0 of the Applicant's Handbook for Water Use Permit Applications, including responsibility for mitigating any harm that may occur as a result of the dewatering to existing legal uses, off-site land uses, or natural resources.

19. This permit supersedes construction authorization for G. Harvey Estates Phase 1 Permit No. 22-101893-P.

Project Work Schedule for Permit No. 22-108575-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District’s Environmental Resources Bureau and may require a modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	10/13/2023	Construction Commencement Notice	Prior to Construction	
GC 6	10/13/2023	Submit Certification	30 Days After Construction Completion	
GC 7	10/13/2023	Submit Operation Transfer Request	Within 30 days of Certification	
SC 3	10/13/2023	Submit Proof of Ownership	Prior to Construction	
SC 6	10/13/2023	Pre-Construction Meeting	Prior to Construction	
SC 9	10/13/2023	Submit Mitigation Monitoring Report 1	Within 1 year after Mitigation Construction Complete Date and then Annually for 5 years	
SC 9	10/13/2023	Submit Mitigation Monitoring Report 2	1 year after previous submission	
SC 9	10/13/2023	Submit Mitigation Monitoring Report 3	1 year after previous submission	
SC 9	10/13/2023	Submit Mitigation Monitoring Report 4	1 year after previous submission	
SC 9	10/13/2023	Submit Mitigation Monitoring Report 5	1 year after previous submission	
SC 18	10/13/2023	Obtain a Water Use Permit for Dewatering	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

Michelle Krizen, Lakefront Estates Community Development District

Steven Dobbs, Newlines/SLD Engineering

Audubon of Florida

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Glades County Engineer

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 230227-37743.

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 SWM Plans](#)

[Exhibit No. 2.1 SWM Report](#)

[Exhibit No. 2.2 Nutrient Analysis](#)

[Exhibit No. 3.0 Monitoring and Maintenance Plan, Completed 2020 Baseline Report](#)

[Exhibit No. 3.1 Recorded Conservation Easement](#)

[Exhibit No. 3.2 Wetland Hydrology Model](#)

[Exhibit No. 3.3 2018 FWC Comments and 2023 Species Survey](#)

[Exhibit No. 3.4 Perpetual Maintenance Agreement Lakefront Estates CDD](#)

[Exhibit No. 4.0 CDD Resolution](#)

[Exhibit No. 4.1 CDD Accept](#)

[Exhibit No. 4.2 Plat](#)

NOTICE OF RIGHTS

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

RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

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

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

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

FILING INSTRUCTIONS

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

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

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

INITIATION OF ADMINISTRATIVE HEARING

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

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

MEDIATION

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

RIGHT TO SEEK JUDICIAL REVIEW

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

EXHIBIT 9

**LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

Statement of Estimated Regulatory Costs

March 22, 2022

Prepared by

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

(561) 630-4922

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to establish the Lakefront Estates Community Development District (“District”). The District comprises approximately 550 acres of land located in the unincorporated area of Glades County, Florida. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), F.S. (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of Lakefront Estates Community Development District

The District is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a development as approved by Glades County within the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (2019), defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly (1) is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the ordinance. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

(f) Any additional information that the agency determines may be useful.

“Note: the references to “rule” in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an “ordinance” under section 190.005(2) (a), Florida Statutes.”

2.0 An economic analysis of potential impacts on growth, business competitiveness or increased regulatory costs, in excess of \$1 million within the next 5 years.

It is unlikely the establishment of the District will meet any of the adverse triggers referenced in Section 120.541(2)(a). The basis for this determination is that this Petition to establish the District is for the sole purpose of providing public infrastructure for the development of the Lakefront Estates Project, which will be vetted by the County during the review process. Additional support of this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The Lakefront Estates Community Development District serves land that comprises an approximately 550-acre residential development to be made up of an estimated 1170 residential dwelling units. The estimated population of the District is 3,510 (3 per household). The property owners in the District will be individuals that may operate industrial, manufacturing and other retail and non-retail related businesses outside the boundaries of the District.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 2,500 acres, therefore, Glades County is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, the District must pay an annual fee to the State of Florida Department of Economic Development, which offsets such costs.

Glades County

There will be only modest costs to the County for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to establish a community development district.

The annual costs to Glades County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District. However, consistent with section 190.005(1)(b)1, F.S., the Petitioner has included a one-time payment of \$15,000 to offset any expenses the County may incur in the processing of this Petition, or in the monitoring of this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other units of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

The Petitioner has estimated the costs for providing the capital facilities to be approximately \$50,625,000. The District may issue special assessment bonds to fund all or a portion of the costs of these facilities. These bonds would be repaid through the levy of non-ad valorem special assessments. In addition to the levy of non-ad valorem special assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Furthermore, locating in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem special assessments by various names and user fees as a tradeoff for the benefits and facilities that the District provides.

A Community Development District (“CDD”) provides property owners with the option of having higher levels of facilities and services financed through self-imposed assessments. The District is an alternative means to manage necessary development services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a property association, City provision, or through developer equity and/or bank loans.

In considering these costs, it shall be noted that owners of the lands to be included within the District will receive three major classes of benefits. First, landowners in the District will receive a higher long-term sustained level of public services and amenities sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other taxpayers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is a form of governance which allows District landowners, through landowner voting, and eventually qualified electors, through general elections, to determine the type, quality and expense of District services they receive.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative management mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

Approval of the Lakefront Estates CDD will have positive impacts on small business as defined in Chapter 288.703 (1), F. S. These positive impacts will result because the additional population in the District will require goods and services from small businesses. These services can be provided by the small businesses that currently serve the general area. Additional opportunities will also be created for new businesses to be formed or relocate to the area. No negative impacts have been identified for small businesses as defined.

The County has an estimated population in 2010 that is greater than 10,000; therefore the County is not defined as a “*small*” County according to Section 120.52, F.S, and there will accordingly be no impact on a small County because of the formation of the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner’s Engineer and other professionals associated with the Petitioner.

**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FL. STATUTE CITATION	DUE DATE
Annual Financial Audit	190.008/218.32	within 45 days of audit completion, but no later than 9 months after end of fiscal year
Annual Financial Report	190.008/218.32	within 45 days of financial audit completion, but no later than 12 months after end of fiscal year; if no audit required, no later than 9 months after the end of the fiscal year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial	112.3145	within 30 days of accepting interest the appointment, then every year thereafter by 7/1 (by “local officers” appointed to special district’s board); during the qualifying period, then every year thereafter by 7/1 (by “local officers” elected to special district’s board)
Public Facilities Report	189.08	within one year of special district’s creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government’s evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	within 120 days after the sale of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by 6/15
Adopted Budget	190.008	annually by 10/1
Public Depositor Report	280.17	annually by 11/30
Notice of Establishment	190.0485	within 30 days of the effective date of an ordinance establishing the CDD
Notice/Disclosure of Public Financing	190.009	after the sale of bonds

APPENDIX 4 – PRELIMINARY PLAT



LOCATION MAP:
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST ALSO LOCATED IN SECTIONS 2, 3 AND 4, TOWNSHIP 39 SOUTH, RANGE 34 EAST, GLADES COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, TOWNSHIP 38 SOUTH, RANGE 34 EAST; THENCE SOUTH 07°29'00" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1,109.21 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 78 PER OFFICIAL RECORD BOOK 36, AT PAGE 91 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA; AND SAID POINT BEING THE POINT OF BEGINNING.
 THE FOLLOWING SEVEN (7) CALLS ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE:
 1) THENCE NORTH 27°40'07" EAST, A DISTANCE OF 451.01 FEET;
 2) THENCE NORTH 57°46'46" EAST, A DISTANCE OF 270.07 FEET;
 3) THENCE NORTH 50°01'09" EAST, A DISTANCE OF 180.73 FEET;
 4) THENCE NORTH 72°50'59" EAST, A DISTANCE OF 51.73 FEET;
 5) THENCE NORTH 59°10'09" EAST, A DISTANCE OF 101.13 FEET;
 6) THENCE NORTH 32°02'04" WEST, A DISTANCE OF 6.40 FEET;
 7) THENCE NORTH 27°50'07" EAST, A DISTANCE OF 1,210.02 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S ACCESS ROAD.
 THE FOLLOWING THREE (3) CALLS ARE ALONG SAID WESTERLY RIGHT-OF-WAY LINE:
 1) THENCE SOUTH 32°02'04" EAST, A DISTANCE OF 35.49 FEET;
 2) THENCE NORTH 27°50'07" EAST, A DISTANCE OF 35.02 FEET;
 3) THENCE SOUTH 27°00'00" EAST, A DISTANCE OF 2,733.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEVEE L-8.
 THE FOLLOWING TWO (2) CALLS ARE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE:
 1) THENCE SOUTH 89°34'44" WEST, A DISTANCE OF 2,166.88 FEET;
 2) THENCE SOUTH 45°20'00" WEST, A DISTANCE OF 4,830.67 FEET TO A POINT ON THE EASTERN LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 37 AT PAGE 91 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA.
 THE FOLLOWING TWO (2) CALLS ARE ALONG SAID EASTERN LINE:
 1) THENCE NORTH 59°57'11" WEST, A DISTANCE OF 1,090.18 FEET;
 2) THENCE NORTH 35°71'46" WEST, A DISTANCE OF 1,447.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 78 PER OFFICIAL RECORD BOOK 36 AT PAGE 91 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA.
 THENCE NORTH 57°46'46" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,613.99 FEET TO THE POINT OF BEGINNING.

LOCATED IN GLADES COUNTY, FLORIDA CONTAINING 25399 ACRES.

LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA

CERTIFICATE OF OWNERSHIP AND DEDICATIONS:

OKFECHEBE COMMUNITY DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY AND THROUGH ITS UNDERSIGNED MANAGER HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED ON THIS PLAT OF LAKEFRONT ESTATES AND DOES HEREBY DEDICATES AS FOLLOWS:

- GREEN AREA TRACTS, PARK TRACTS, AND OPEN SPACES TRACTS**
THE GREEN AREA TRACTS, PARK TRACTS, AND OPEN SPACE TRACTS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, RECREATIONAL AMENITIES, SIGNAGE, DRAINAGE, UTILITY, AND PEDESTRIAN ACCESS AND LANDSCAPE PURPOSES, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS.
- SYNAGOGUE TRACTS & SCHOOL TRACTS**
THE SYNAGOGUE TRACTS AND SCHOOL TRACTS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC USE PURPOSES, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS.
- COMMERCIAL TRACTS**
THE COMMERCIAL TRACTS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AS PRIVATE ROADWAY TRACTS SERVING ABUTTING LOTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS.
- ROADWAYS**
THE ROADWAYS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AS PRIVATE ROADWAY TRACTS SERVING ABUTTING LOTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS.
- WETLAND PRESERVES**
THE WETLAND PRESERVES AREAS AS SHOWN HEREON, ARE A PERPETUAL STATUTORY CONSERVATION EASEMENT AND HAVE BEEN CONVEYED TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AS RECORDED IN OFFICIAL RECORDS BOOK 359 AT PAGE 499 OF THE OFFICIAL RECORDS OF GLADES COUNTY, FLORIDA, SAID PRESERVES ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS. THE PRESERVES MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE.
- STORMWATER TRACTS**
THE STORMWATER TRACTS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO STORM WATER MANAGEMENT AND DRAINAGE FACILITIES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS.
- EASEMENTS**
THE DRAINAGE EASEMENTS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO STORM WATER MANAGEMENT AND DRAINAGE FACILITIES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID DISTRICT, ITS SUCCESSORS AND ASSIGNS.
- UTILITIES EASEMENTS AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES WITH THE RIGHT TO ENTER UPON THE PROPERTY HERE DESCRIBED TO INSTALL, OPERATE AND MAINTAIN THEIR RESPECTIVE UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE INSTALLATION, OPERATION AND/OR MAINTENANCE OF OTHER PUBLIC UTILITIES.**
- THE ACCESS EASEMENTS SHOWN HEREON, ARE HEREBY DEDICATED TO THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO STORMWATER TRACTS, RECREATION TRACTS, AND COMMERCIAL TRACTS AS GRAPHICALLY SHOWN HEREON.**

IN WITNESS WHEREOF, THE ABOVE NAMED OWNER, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, THIS ____ DAY OF ____, 2023.

BY: OKFECHEBE COMMUNITY DEVELOPERS, LLC

 _____ (PRINTED NAME)
 WITNESS: _____ (NAME)
 _____ (PRINTED NAME)

ACKNOWLEDGEMENT:

STATE OF FLORIDA
 COUNTY OF GLADES
 BEFORE ME PERSONALLY APPEARED, JEFF AKERMAN, WHO IS PERSONALLY KNOWN TO ME, OR HAS PROVIDED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF ____, 2023.

MY COMMISSION EXPIRES: _____ (DATE)
 _____ NOTARY STAMP
 BY: _____ NOTARY PUBLIC
 PRINTED NAME: _____
 COMMISSION NUMBER: _____

LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT ACCEPTANCE OF RESERVATIONS:

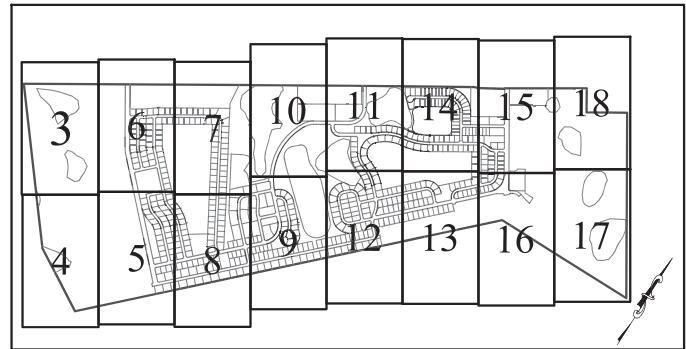
STATE OF FLORIDA
 COUNTY OF GLADES
 LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, A DISTRICT WITHIN GLADES COUNTY, FLORIDA, HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID DISTRICT AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR THE SAME AS STATED HEREON.

DATED THIS ____ DAY OF ____, 2023.

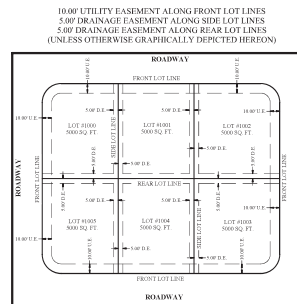
BY: JEFF AKERMAN, MANAGER
 _____ WITNESS: _____ (NAME)
 _____ WITNESS: _____ (NAME)
 _____ (PRINTED NAME) _____ (PRINTED NAME)

INDEX OF PAGES:

SHEETS 1-2 = COVER PAGES
 SHEETS 3-8 = SKETCH OF PLAT



TYPICAL LOT EASEMENT DETAIL:
(SCALE: 1 INCH = 60 FEET)



ACKNOWLEDGEMENT:

STATE OF FLORIDA
 COUNTY OF GLADES
 BEFORE ME PERSONALLY APPEARED, JEFF AKERMAN, WHO IS PERSONALLY KNOWN TO ME, OR HAS PROVIDED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF ____, 2023.

MY COMMISSION EXPIRES: _____ (DATE)
 _____ NOTARY STAMP
 BY: _____ NOTARY PUBLIC
 PRINTED NAME: _____
 COMMISSION NUMBER: _____

LEGEND:

- AE ACCESS EASEMENT
- A.K.A. ALSO KNOWN AS
- CL CENTERLINE
- CE CONSERVATION EASEMENT
- Δ DELTA ANGLE
- DEL DRAINAGE EASEMENT
- E EASTING
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- L ARC LENGTH
- L.B.R.E. LANDSCAPE BUFFER EASEMENT
- MAINT. MAINTENANCE
- N. NORTHING
- NO. NUMBER
- O.R.F. OFFICIAL RECORDS BOOK
- O.R.F. OFFICIAL RECORDS FILE
- PG. PAGE
- P.C.P. PERMANENT CONTROL POINT
- P.F.M. PERMANENT REFERENCE MONUMENT
- R/W. RIGHT-OF-WAY
- R. RADIUS
- S.F.M.D. SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- SQ. FT. SQUARE FEET
- U.E. UTILITY EASEMENT
- SET 1/2" IRON ROD & CAP
- SET 1/2" IRON ROD W/ ALUMINUM DISK
- ⊙ SET NAIL & DISC
- ⊙ STAMPED "PCM LB 8155"
- ⊙ PERMANENT REFERENCE MONUMENT
- ⊙ SET 1/2" IRON ROD W/ ALUMINUM DISK
- ⊙ STAMPED "PRM BSM LB 8155"

STATE OF FLORIDA
 COUNTY OF GLADES
 THIS PLAT HAS BEEN FILED FOR RECORD AT ____
 THIS ____ DAY OF ____
 A.D. 2023 AND DULY RECORDED IN PLAT BOOK ____ ON PAGES ____ THROUGH ____
 TAM PEARCE SIMMONS
 CLERK OF THE COURT
 BY: _____
 DEPUTY CLERK

SURVEYOR'S NOTES:
(NOT TO SCALE)

1. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS PLAT IS THE SOUTH LINE OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 34 EAST, SAID LINE BEARS NORTH 89°37'29" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. BUILDING SETBACKS SHALL BE AS APPROVED BY GLADES COUNTY, FLORIDA.
3. THE COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 2011), AS ESTABLISHED USING REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS) SURVEY METHODS. THE CORRECTED POSITIONS WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS. ALL DISTANCES SHOWN HEREON ARE IN GRID U.S. SURVEY FEET.
4. AFTER REVIEW OF THE TITLE OPINION COMPLETED BY FEE, VATES & FEE, PLLC, DATED JULY 17, 2023 WITH A FILE NUMBER OF 68988972 ALL ENCUMBRANCES THAT COULD BE GRAPHICALLY DEPICTED ARE SHOWN HEREON. THE ENCUMBRANCES THAT AFFECT THE PLATTED LAND AND COVER IT IN ITS ENTIRETY THAT ARE NOT GRAPHICALLY DEPICTED ARE AS FOLLOWS:
 (EXCEPTING A 25% INTEREST IN ALL AND MINERAL RIGHTS IN FAVOR OF PEARL PEARCE SIMMONS AS RECORDED IN OFFICIAL RECORDS BOOK 21 AT PAGE 66, PUBLIC RECORDS OF DE SOTO COUNTY, FLORIDA.
 (EXCEPTING 651 IRRED BOOK 154 AT PAGE 30, PUBLIC RECORDS OF DE SOTO COUNTY, FLORIDA IS ILLEGIBLE AND A LEGIBLE COPY WAS NOT ABLE TO BE OBTAINED.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS AND MONUMENTS ACCORDING TO SECTION 177.0910, FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND THAT PERMANENT CONTROL POINTS AND MONUMENTS ACCORDING TO SECTION 177.0910, FLORIDA STATUTES WILL BE SET UNDER THE GUARANTEES POSTED FOR THE REQUIRED IMPROVEMENTS, AND I FURTHER, THAT THE SURVEY PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED.

THIS ____ DAY OF ____, 2023

SHEET 1 OF 18

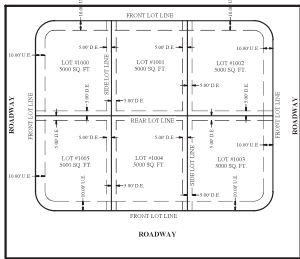
PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 7074



LOCATION MAP:
(NOT TO SCALE)

TYPICAL LOT EASEMENT DETAIL:
(SCALE: 1 INCH = 60 FEET)

10.00' UTILITY EASEMENT ALONG FRONT LOT LINES
5.00' DRAINAGE EASEMENT ALONG SIDE LOT LINES
5.00' DRAINAGE EASEMENT ALONG REAR LOT LINES
(UNLESS OTHERWISE GRAPHICALLY DEPICTED/HEREON)



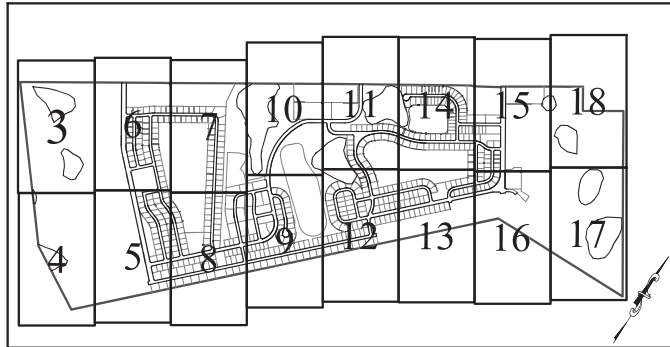
LEGEND:

- A.E. ACCESS EASEMENT
- A.K.A. ALSO KNOWN AS
- C.L. CENTERLINE
- C.E. CONSERVATION EASEMENT
- Δ DELTA ANGLE
- D.E. DRAINAGE EASEMENT
- E. EASTING
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- L ARC LENGTH
- L.B.E. LANDING BUFFER EASEMENT
- MAINT. MAINTENANCE
- N. NOTHING
- NO. NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- O.R.F. OFFICIAL RECORDS FILE
- P.G. PAGE
- P.C.P. PERMANENT CONTROL POINT
- P.R.M. PERMANENT REFERENCE MONUMENT
- R.W. RIGHT-OF-WAY
- R. RADII
- S.F.W.M.D. SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- SQ.FT. SQUARE FEET
- U.E. UTILITY EASEMENT
- SET 12" IRON ROD & CAP
- ⊙ STAMPED "BSM LB 8155"
- ⊙ SET NAIL & DISC
- ⊙ STAMPED "PCP LB 8155"
- ⊙ SET 12" IRON ROD W/ ALUMINUM DISK
- ⊙ STAMPED "PRM BSM LB 8155"

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA.

LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA



SHEET LAYOUT:
(NOT TO SCALE)

MORTGAGEE'S CONSENT:

STATE OF FLORIDA
COUNTY OF GLADES

CONSTRUCTION LOAN SERVICES II, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE HOLDER OF A MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 382, AT PAGE 77 OF THE PUBLIC RECORDS OF GLADES COUNTY, FLORIDA ON THE ABOVE DESCRIBED LAND, JOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE SHALL BE SUBORDINATE TO THE DEDICATIONS SHOWN HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL, ATTACHED HERETO AND WITH THE BOARD OF ITS BOARD OF DIRECTORS THIS ____ DAY OF ____, 2023.

CONSTRUCTION LOAN SERVICES II, LLC.

BY: _____ WITNESS: _____ WITNESS: _____
(PRINTED NAME & TITLE) (PRINTED NAME) (PRINTED NAME)

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF GLADES

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF ____, 2023.

MY COMMISSION EXPIRES: _____ (DATE)

NOTARY STAMP

BY: _____
NOTARY PUBLIC

PRINTED NAME: _____

COMMISSION NUMBER: _____

CERTIFICATE OF TITLE:

THE UNDERSIGNED, FRANK H. FEE III WITH FEE, YATES & FEE, PLLC DULY LICENSED IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT, AS OF THE ____ DAY OF ____, 2023.

- (A) THE RECORD TITLE TO THE LAND AS DESCRIBED AND SHOWN HEREON IS IN THE NAME OF OKEECHOBEE COMMUNITY DEVELOPERS, LLC.
- (B) PURSUANT TO FLORIDA STATUTE 197.192 ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2022.

BY: _____ DATE: _____

FRANK H. FEE III, ATTORNEY AT LAW

FEE, YATES & FEE, PLLC

400 NW SECOND STREET

OKEECHOBEE, FLORIDA 34972

COMMUNITY DEVELOPMENT:

STATE OF FLORIDA
COUNTY OF GLADES

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD.

BY: _____ DATE: _____
SUSAN BUCHANS
COMMUNITY DEVELOPMENT DIRECTOR

TAX COLLECTOR'S OFFICE:

STATE OF FLORIDA
COUNTY OF GLADES

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD.

BY: _____ DATE: _____
GAIL A. JONES
GLADES COUNTY TAX COLLECTOR



COUNTY MANAGER:

STATE OF FLORIDA
COUNTY OF GLADES

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND COMPLES WITH THE GLADES COUNTY LAND DEVELOPMENT CODE LDC 98-3409.

BY: _____ DATE: _____
JUNE FISHER
GLADES COUNTY MANAGER

CLERK OF COURT:

STATE OF FLORIDA
COUNTY OF GLADES

I, TAMI PEARCE SIMMONS, CLERK OF THE COURT OF GLADES COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED OF RECORD IN PLAT BOOK ____ PAGES ____ THROUGH ____ OF THE PUBLIC RECORD OF GLADES COUNTY, FLORIDA, THIS ____ DAY OF ____, 2023.

BY: _____
TAMI PEARCE SIMMONS
CLERK OF THE CIRCUIT COURT
GLADES COUNTY, FLORIDA

COUNTY APPROVAL:

STATE OF FLORIDA
COUNTY OF GLADES

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF GLADES COUNTY, FLORIDA, THIS ____ DAY OF ____, 2023.

BY: _____
TIMOTHY STANLEY
CHAIRMAN OF THE BOARD OF
COUNTY COMMISSIONERS

CERTIFICATE OF PLAT REVIEW:

STATE OF FLORIDA
COUNTY OF GLADES

IT IS HEREBY CERTIFIED THAT UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, FLORIDA STATUTES.

BY: _____ DATE: _____
PRINTED NAME:
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER _____

COUNTY ATTORNEY:

STATE OF FLORIDA
COUNTY OF GLADES

IT IS HEREBY CERTIFIED THAT THE FORGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

BY: _____ DATE: _____
RICHARD PRINGLE
COUNTY ATTORNEY
GLADES COUNTY, FLORIDA

COUNTY ENGINEER:

STATE OF FLORIDA
COUNTY OF GLADES

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS ALL MINIMUM SUBDIVISION PLATTING REQUIREMENTS AS SET FORTH IN SECTION 11.05.60 OF THE GLADES COUNTY LAND DEVELOPMENT CODE.

BY: _____ DATE: _____

PRINTED NAME: _____
COUNTY ENGINEER
GLADES COUNTY, FLORIDA
FLORIDA LICENSE NUMBER _____

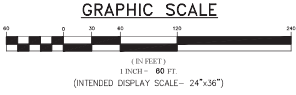
STATE OF FLORIDA
COUNTY OF GLADES
THIS PLAT HAS BEEN FILED FOR
RECORD AT ____
THIS ____ DAY OF ____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK ____ ON
PAGES ____ THROUGH ____
TAMI PEARCE SIMMONS
CLERK OF THE COURT
BY: _____
DEPUTY CLERK

LAKEFRONT ESTATES

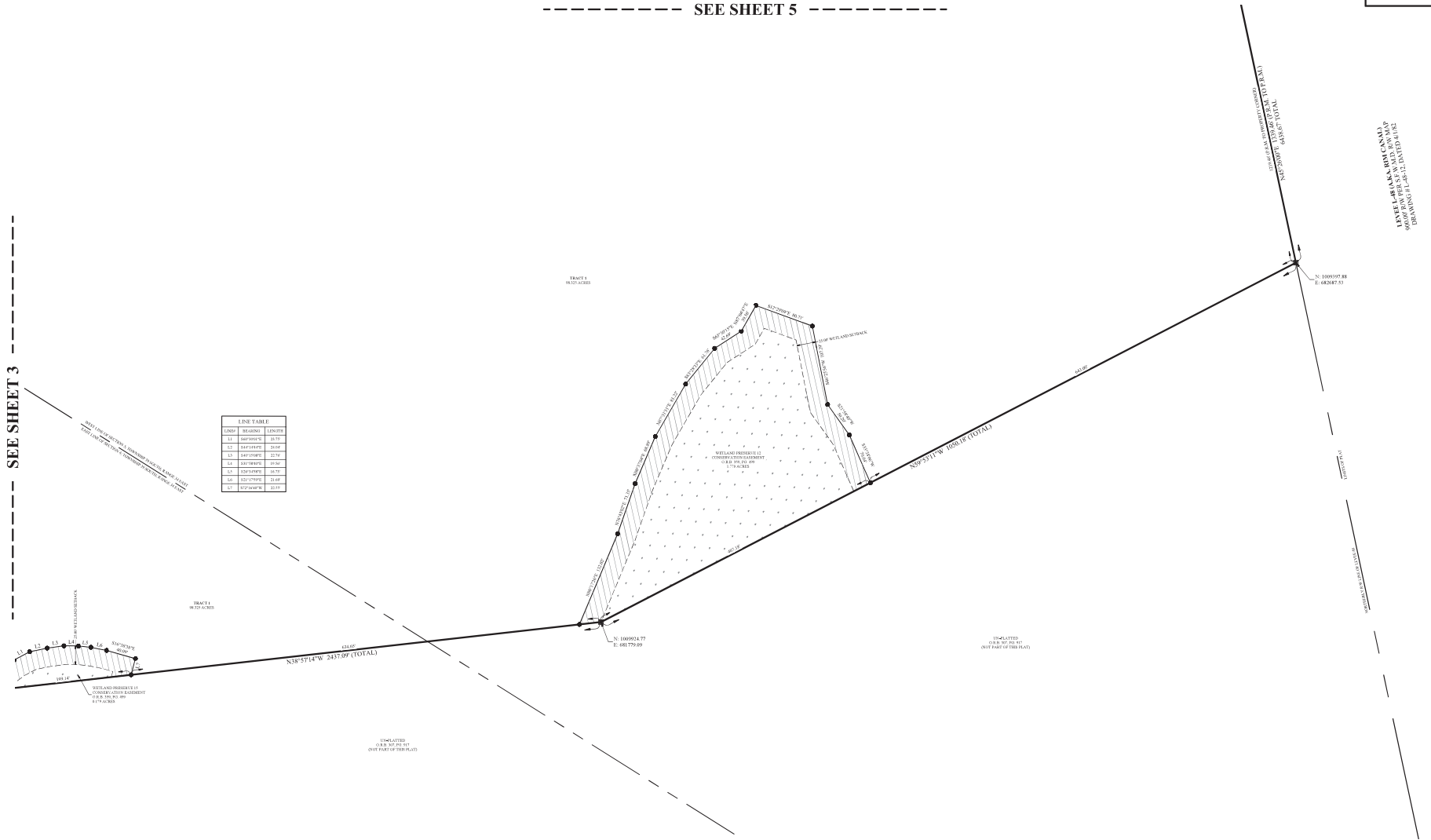
LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF GLADES
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGE _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT
BY: _____
DEPUTY CLERK



----- SEE SHEET 5 -----



SEE SHEET 3

THIS PLAT WAS PREPARED BY BSM & ASSOCIATES, INC. ON 08/15/23. THE DATE OF THIS DRAWING IS 08/15/23.

©19/20/21/22/23 BSM & ASSOCIATES, INC. 2023.08.15-109 PLAT LAKEFRONT ESTATES (ORIG 17--081) (DRAWING) 123--109 PLAT 9--24--23.dwg 4 of 18, 2023.

LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA



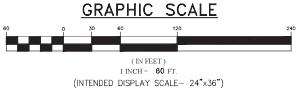
80 SE 31st Lane, Okeechobee, FL 34974
ricky.barnes@bmsurvey.com
863.484.8324 LB 8155

STATE OF FLORIDA
COUNTY OF GLADES

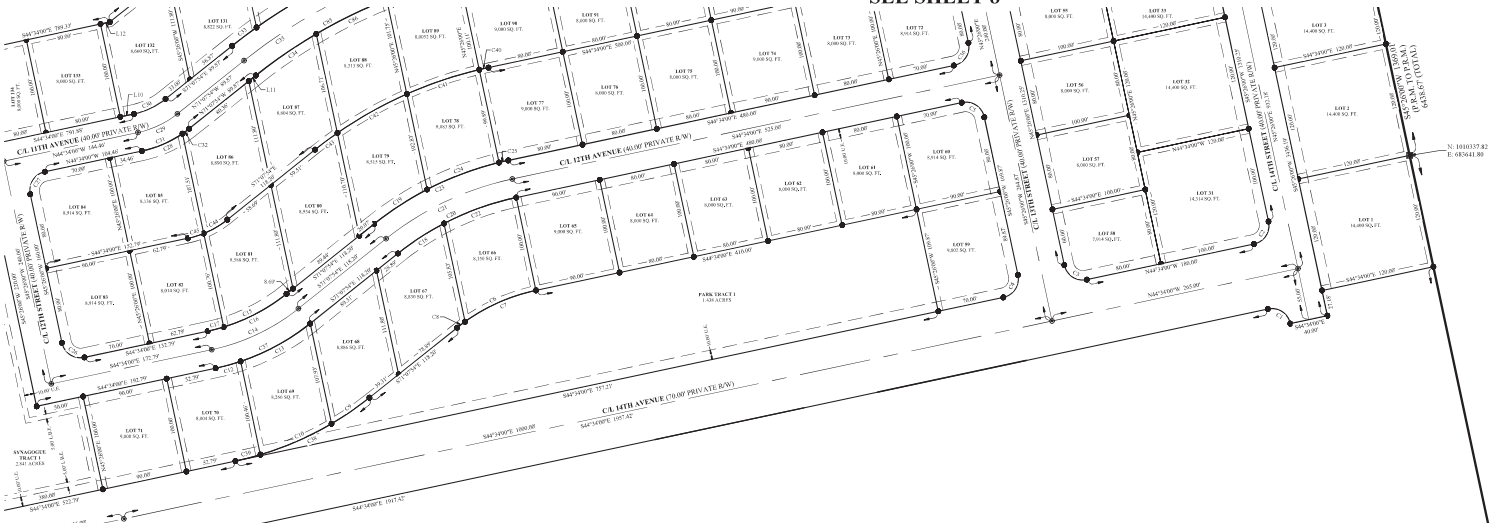
THIS PLAN HAS BEEN FILED FOR
RECORD AT _____

THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT

BY: _____
DEPUTY CLERK



SEE SHEET 8



SEE SHEET 6

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	20.00	089.000°	31.42	S89°00'00\"	20.00
C2	20.00	089.000°	31.42	S89°00'00\"	20.00
C3	20.00	089.000°	31.42	S89°00'00\"	20.00
C4	20.00	089.000°	31.42	S89°00'00\"	20.00
C5	20.00	089.000°	31.42	S89°00'00\"	20.00
C6	20.00	089.000°	31.42	S89°00'00\"	20.00
C7	20.00	089.000°	31.42	S89°00'00\"	20.00
C8	20.00	089.000°	31.42	S89°00'00\"	20.00
C9	20.00	089.000°	31.42	S89°00'00\"	20.00
C10	20.00	089.000°	31.42	S89°00'00\"	20.00
C11	20.00	089.000°	31.42	S89°00'00\"	20.00
C12	20.00	089.000°	31.42	S89°00'00\"	20.00
C13	20.00	089.000°	31.42	S89°00'00\"	20.00
C14	20.00	089.000°	31.42	S89°00'00\"	20.00
C15	20.00	089.000°	31.42	S89°00'00\"	20.00
C16	20.00	089.000°	31.42	S89°00'00\"	20.00
C17	20.00	089.000°	31.42	S89°00'00\"	20.00
C18	20.00	089.000°	31.42	S89°00'00\"	20.00
C19	20.00	089.000°	31.42	S89°00'00\"	20.00
C20	20.00	089.000°	31.42	S89°00'00\"	20.00
C21	20.00	089.000°	31.42	S89°00'00\"	20.00
C22	20.00	089.000°	31.42	S89°00'00\"	20.00
C23	20.00	089.000°	31.42	S89°00'00\"	20.00
C24	20.00	089.000°	31.42	S89°00'00\"	20.00
C25	20.00	089.000°	31.42	S89°00'00\"	20.00
C26	20.00	089.000°	31.42	S89°00'00\"	20.00
C27	20.00	089.000°	31.42	S89°00'00\"	20.00
C28	20.00	089.000°	31.42	S89°00'00\"	20.00
C29	20.00	089.000°	31.42	S89°00'00\"	20.00
C30	20.00	089.000°	31.42	S89°00'00\"	20.00
C31	20.00	089.000°	31.42	S89°00'00\"	20.00
C32	20.00	089.000°	31.42	S89°00'00\"	20.00
C33	20.00	089.000°	31.42	S89°00'00\"	20.00
C34	20.00	089.000°	31.42	S89°00'00\"	20.00
C35	20.00	089.000°	31.42	S89°00'00\"	20.00
C36	20.00	089.000°	31.42	S89°00'00\"	20.00
C37	20.00	089.000°	31.42	S89°00'00\"	20.00
C38	20.00	089.000°	31.42	S89°00'00\"	20.00
C39	20.00	089.000°	31.42	S89°00'00\"	20.00
C40	20.00	089.000°	31.42	S89°00'00\"	20.00
C41	20.00	089.000°	31.42	S89°00'00\"	20.00
C42	20.00	089.000°	31.42	S89°00'00\"	20.00
C43	20.00	089.000°	31.42	S89°00'00\"	20.00
C44	20.00	089.000°	31.42	S89°00'00\"	20.00
C45	20.00	089.000°	31.42	S89°00'00\"	20.00
C46	20.00	089.000°	31.42	S89°00'00\"	20.00
C47	20.00	089.000°	31.42	S89°00'00\"	20.00
C48	20.00	089.000°	31.42	S89°00'00\"	20.00
C49	20.00	089.000°	31.42	S89°00'00\"	20.00
C50	20.00	089.000°	31.42	S89°00'00\"	20.00
C51	20.00	089.000°	31.42	S89°00'00\"	20.00
C52	20.00	089.000°	31.42	S89°00'00\"	20.00
C53	20.00	089.000°	31.42	S89°00'00\"	20.00
C54	20.00	089.000°	31.42	S89°00'00\"	20.00
C55	20.00	089.000°	31.42	S89°00'00\"	20.00
C56	20.00	089.000°	31.42	S89°00'00\"	20.00
C57	20.00	089.000°	31.42	S89°00'00\"	20.00
C58	20.00	089.000°	31.42	S89°00'00\"	20.00
C59	20.00	089.000°	31.42	S89°00'00\"	20.00
C60	20.00	089.000°	31.42	S89°00'00\"	20.00
C61	20.00	089.000°	31.42	S89°00'00\"	20.00
C62	20.00	089.000°	31.42	S89°00'00\"	20.00
C63	20.00	089.000°	31.42	S89°00'00\"	20.00
C64	20.00	089.000°	31.42	S89°00'00\"	20.00
C65	20.00	089.000°	31.42	S89°00'00\"	20.00
C66	20.00	089.000°	31.42	S89°00'00\"	20.00
C67	20.00	089.000°	31.42	S89°00'00\"	20.00
C68	20.00	089.000°	31.42	S89°00'00\"	20.00
C69	20.00	089.000°	31.42	S89°00'00\"	20.00
C70	20.00	089.000°	31.42	S89°00'00\"	20.00
C71	20.00	089.000°	31.42	S89°00'00\"	20.00
C72	20.00	089.000°	31.42	S89°00'00\"	20.00
C73	20.00	089.000°	31.42	S89°00'00\"	20.00
C74	20.00	089.000°	31.42	S89°00'00\"	20.00
C75	20.00	089.000°	31.42	S89°00'00\"	20.00
C76	20.00	089.000°	31.42	S89°00'00\"	20.00
C77	20.00	089.000°	31.42	S89°00'00\"	20.00
C78	20.00	089.000°	31.42	S89°00'00\"	20.00
C79	20.00	089.000°	31.42	S89°00'00\"	20.00
C80	20.00	089.000°	31.42	S89°00'00\"	20.00
C81	20.00	089.000°	31.42	S89°00'00\"	20.00
C82	20.00	089.000°	31.42	S89°00'00\"	20.00
C83	20.00	089.000°	31.42	S89°00'00\"	20.00
C84	20.00	089.000°	31.42	S89°00'00\"	20.00
C85	20.00	089.000°	31.42	S89°00'00\"	20.00
C86	20.00	089.000°	31.42	S89°00'00\"	20.00
C87	20.00	089.000°	31.42	S89°00'00\"	20.00
C88	20.00	089.000°	31.42	S89°00'00\"	20.00
C89	20.00	089.000°	31.42	S89°00'00\"	20.00
C90	20.00	089.000°	31.42	S89°00'00\"	20.00
C91	20.00	089.000°	31.42	S89°00'00\"	20.00
C92	20.00	089.000°	31.42	S89°00'00\"	20.00
C93	20.00	089.000°	31.42	S89°00'00\"	20.00
C94	20.00	089.000°	31.42	S89°00'00\"	20.00
C95	20.00	089.000°	31.42	S89°00'00\"	20.00
C96	20.00	089.000°	31.42	S89°00'00\"	20.00
C97	20.00	089.000°	31.42	S89°00'00\"	20.00
C98	20.00	089.000°	31.42	S89°00'00\"	20.00
C99	20.00	089.000°	31.42	S89°00'00\"	20.00
C100	20.00	089.000°	31.42	S89°00'00\"	20.00

LINE	BEARING	LENGTH
L1	S44°50'00\"	137.17
L2	S71°57'54\"	64.11
L3	S44°50'00\"	137.17

LEVEL AREAS (DRY CANALS) OF
THIS PLAN SHALL BE MAINTAINED
AS SHOWN ON THIS PLAN.

STATE OF FLORIDA COUNTY OF GLADES
SEP 2023 10:58 AM (LOCAL TIME)
648587 (JOB NO.)

SEE SHEET 4

©1W BSM & ASSOCIATES, INC. | 2023.12-109 PLAT LAKEFRONT ESTATES (ORIG 17-01) | DRAWING 12-109 PLAT 9-24-23.dwg 5 Oct 16, 2023

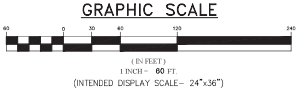
LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA



BSM & ASSOCIATES
LAND SURVEY SERVICES
80 SE 31st Lane, Okechobee, FL 34974
ricky.barnes@bamsurvey.com
863.484.8324 LB 8155

STATE OF FLORIDA
COUNTY OF GLADES
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT
BY: _____
DEPUTY CLERK



SEE SHEET 10



LINE	BEARING	LENGTH
L101	N21°46'00"W	10.00
L102	N20°22'00"W	10.00
L103	N20°22'00"W	10.00
L104	S68°58'00"E	7.00
L105	S20°00'00"W	10.00
L106	S20°00'00"W	10.00
L107	S20°00'00"W	10.00
L108	S20°00'00"W	10.00
L109	S20°00'00"W	10.00
L110	S20°00'00"W	10.00
L111	S20°00'00"W	10.00
L112	S20°00'00"W	10.00
L113	S20°00'00"W	10.00
L114	S20°00'00"W	10.00
L115	S20°00'00"W	10.00
L116	S20°00'00"W	10.00
L117	S20°00'00"W	10.00
L118	S20°00'00"W	10.00
L119	S20°00'00"W	10.00
L120	S20°00'00"W	10.00
L121	S20°00'00"W	10.00
L122	S20°00'00"W	10.00
L123	S20°00'00"W	10.00
L124	S20°00'00"W	10.00
L125	S20°00'00"W	10.00
L126	S20°00'00"W	10.00
L127	S20°00'00"W	10.00
L128	S20°00'00"W	10.00
L129	S20°00'00"W	10.00
L130	S20°00'00"W	10.00
L131	S20°00'00"W	10.00
L132	S20°00'00"W	10.00
L133	S20°00'00"W	10.00
L134	S20°00'00"W	10.00
L135	S20°00'00"W	10.00
L136	S20°00'00"W	10.00
L137	S20°00'00"W	10.00
L138	S20°00'00"W	10.00
L139	S20°00'00"W	10.00
L140	S20°00'00"W	10.00
L141	S20°00'00"W	10.00
L142	S20°00'00"W	10.00
L143	S20°00'00"W	10.00
L144	S20°00'00"W	10.00
L145	S20°00'00"W	10.00
L146	S20°00'00"W	10.00
L147	S20°00'00"W	10.00
L148	S20°00'00"W	10.00
L149	S20°00'00"W	10.00
L150	S20°00'00"W	10.00

STATION	BACHTZ	DELTA	LENGTH	CURVE BEARING	CURVE DISTANCE
CH1	120.00	02°00'00"	10.00	S20°00'00"W	10.00
CH2	120.00	02°00'00"	10.00	S20°00'00"W	10.00
CH3	120.00	02°00'00"	10.00	S20°00'00"W	10.00
CH4	120.00	02°00'00"	10.00	S20°00'00"W	10.00
CH5	120.00	02°00'00"	10.00	S20°00'00"W	10.00
CH6	120.00	02°00'00"	10.00	S20°00'00"W	10.00

LINE	BEARING	LENGTH
L101	N21°46'00"W	10.00
L102	N20°22'00"W	10.00
L103	S20°00'00"W	10.00

SEE SHEET 6

SEE SHEET 8

SHEET 7 OF 18

©1/19/2023 BSM & ASSOCIATES, INC. 2023.01.13-109 PLAT LAKEFRONT ESTATES (ORIG 17-01) (DRAWING) 13-109 PLAT 9-24-23.dwg / 01/18/2023

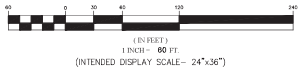
LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF GLADES
THIS PLAN HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGE _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT
BY: _____
DEPUTY CLERK

GRAPHIC SCALE



SEE SHEET 9



SEE SHEET 7

SEE SHEET 5

STAMP	BRASS	TRIAL	LENGTH (DEGREE BEARS)	CURVE DISTANCE	
C25	0800	6064227	80.00	507.942776	86.34
C26	0800	6073730	80.00	507.942776	86.34
C27	0800	6083233	80.00	507.942776	86.34
C28	0800	6092736	70.00	507.942776	76.80
C29	0800	6102239	50.00	507.942776	54.86
C30	0800	6111742	30.00	507.942776	32.92
C31	0800	6121245	10.00	507.942776	10.98
C32	0800	6130748	0.00	507.942776	0.00
C33	0800	6140251	10.00	507.942776	10.98
C34	0800	6149754	30.00	507.942776	32.92
C35	0800	6159257	50.00	507.942776	54.86
C36	0800	6168760	70.00	507.942776	76.80
C37	0800	6178263	80.00	507.942776	86.34
C38	0800	6187766	80.00	507.942776	86.34
C39	0800	6197269	80.00	507.942776	86.34
C40	0800	6206772	80.00	507.942776	86.34
C41	0800	6216275	80.00	507.942776	86.34
C42	0800	6225778	80.00	507.942776	86.34
C43	0800	6235281	80.00	507.942776	86.34
C44	0800	6244784	80.00	507.942776	86.34
C45	0800	6254287	80.00	507.942776	86.34
C46	0800	6263790	80.00	507.942776	86.34
C47	0800	6273293	80.00	507.942776	86.34
C48	0800	6282796	80.00	507.942776	86.34
C49	0800	6292299	80.00	507.942776	86.34
C50	0800	6301802	80.00	507.942776	86.34
C51	0800	6311305	80.00	507.942776	86.34
C52	0800	6320808	80.00	507.942776	86.34
C53	0800	6330311	80.00	507.942776	86.34
C54	0800	6339814	80.00	507.942776	86.34
C55	0800	6349317	80.00	507.942776	86.34
C56	0800	6358820	80.00	507.942776	86.34
C57	0800	6368323	80.00	507.942776	86.34
C58	0800	6377826	80.00	507.942776	86.34
C59	0800	6387329	80.00	507.942776	86.34
C60	0800	6396832	80.00	507.942776	86.34
C61	0800	6406335	80.00	507.942776	86.34
C62	0800	6415838	80.00	507.942776	86.34
C63	0800	6425341	80.00	507.942776	86.34
C64	0800	6434844	80.00	507.942776	86.34
C65	0800	6444347	80.00	507.942776	86.34
C66	0800	6453850	80.00	507.942776	86.34
C67	0800	6463353	80.00	507.942776	86.34
C68	0800	6472856	80.00	507.942776	86.34
C69	0800	6482359	80.00	507.942776	86.34
C70	0800	6491862	80.00	507.942776	86.34
C71	0800	6501365	80.00	507.942776	86.34
C72	0800	6510868	80.00	507.942776	86.34
C73	0800	6520371	80.00	507.942776	86.34
C74	0800	6529874	80.00	507.942776	86.34
C75	0800	6539377	80.00	507.942776	86.34
C76	0800	6548880	80.00	507.942776	86.34
C77	0800	6558383	80.00	507.942776	86.34
C78	0800	6567886	80.00	507.942776	86.34
C79	0800	6577389	80.00	507.942776	86.34
C80	0800	6586892	80.00	507.942776	86.34
C81	0800	6596395	80.00	507.942776	86.34
C82	0800	6605898	80.00	507.942776	86.34
C83	0800	6615401	80.00	507.942776	86.34
C84	0800	6624904	80.00	507.942776	86.34
C85	0800	6634407	80.00	507.942776	86.34
C86	0800	6643910	80.00	507.942776	86.34
C87	0800	6653413	80.00	507.942776	86.34
C88	0800	6662916	80.00	507.942776	86.34
C89	0800	6672419	80.00	507.942776	86.34
C90	0800	6681922	80.00	507.942776	86.34
C91	0800	6691425	80.00	507.942776	86.34
C92	0800	6700928	80.00	507.942776	86.34
C93	0800	6710431	80.00	507.942776	86.34
C94	0800	6719934	80.00	507.942776	86.34
C95	0800	6729437	80.00	507.942776	86.34
C96	0800	6738940	80.00	507.942776	86.34
C97	0800	6748443	80.00	507.942776	86.34
C98	0800	6757946	80.00	507.942776	86.34
C99	0800	6767449	80.00	507.942776	86.34
C100	0800	6776952	80.00	507.942776	86.34

LINE	BEARING	LENGTH
L11	S17°35'28" W	4.87
L12	S89°00'00" W	17.00
L13	S45°00'00" W	4.75

FLORIDA POWER & LIGHT	LINE TABLE
L100	BEARING 180.0000
L101	S87°00'00" W 21.00
L102	S80°00'00" W 4.00
L103	S45°00'00" W 8.00
L104	S20°00'00" W 12.00
L105	S00°00'00" W 16.00
L106	S30°00'00" W 20.00
L107	S60°00'00" W 24.00
L108	S87°00'00" W 28.00
L109	S80°00'00" W 32.00
L110	S45°00'00" W 36.00
L111	S20°00'00" W 40.00
L112	S00°00'00" W 44.00
L113	S30°00'00" W 48.00
L114	S60°00'00" W 52.00
L115	S87°00'00" W 56.00
L116	S80°00'00" W 60.00
L117	S45°00'00" W 64.00
L118	S20°00'00" W 68.00
L119	S00°00'00" W 72.00
L120	S30°00'00" W 76.00
L121	S60°00'00" W 80.00
L122	S87°00'00" W 84.00
L123	S80°00'00" W 88.00
L124	S45°00'00" W 92.00
L125	S20°00'00" W 96.00
L126	S00°00'00" W 100.00
L127	S30°00'00" W 104.00
L128	S60°00'00" W 108.00
L129	S87°00'00" W 112.00
L130	S80°00'00" W 116.00
L131	S45°00'00" W 120.00
L132	S20°00'00" W 124.00
L133	S00°00'00" W 128.00
L134	S30°00'00" W 132.00
L135	S60°00'00" W 136.00
L136	S87°00'00" W 140.00
L137	S80°00'00" W 144.00
L138	S45°00'00" W 148.00
L139	S20°00'00" W 152.00
L140	S00°00'00" W 156.00

FLORIDA POWER & LIGHT	LINE TABLE
L150	BEARING 180.0000
L151	S87°00'00" W 21.00
L152	S80°00'00" W 4.00
L153	S45°00'00" W 8.00
L154	S20°00'00" W 12.00
L155	S00°00'00" W 16.00
L156	S30°00'00" W 20.00
L157	S60°00'00" W 24.00
L158	S87°00'00" W 28.00
L159	S80°00'00" W 32.00
L160	S45°00'00" W 36.00
L161	S20°00'00" W 40.00
L162	S00°00'00" W 44.00
L163	S30°00'00" W 48.00
L164	S60°00'00" W 52.00
L165	S87°00'00" W 56.00
L166	S80°00'00" W 60.00
L167	S45°00'00" W 64.00
L168	S20°00'00" W 68.00
L169	S00°00'00" W 72.00
L170	S30°00'00" W 76.00
L171	S60°00'00" W 80.00
L172	S87°00'00" W 84.00
L173	S80°00'00" W 88.00
L174	S45°00'00" W 92.00
L175	S20°00'00" W 96.00
L176	S00°00'00" W 100.00
L177	S30°00'00" W 104.00
L178	S60°00'00" W 108.00
L179	S87°00'00" W 112.00
L180	S80°00'00" W 116.00
L181	S45°00'00" W 120.00
L182	S20°00'00" W 124.00
L183	S00°00'00" W 128.00
L184	S30°00'00" W 132.00
L185	S60°00'00" W 136.00
L186	S87°00'00" W 140.00
L187	S80°00'00" W 144.00
L188	S45°00'00" W 148.00
L189	S20°00'00" W 152.00
L190	S00°00'00" W 156.00

©1W 04/18/2023 BSM & ASSOCIATES, INC. 2023.01.23-109 PLAT LAKEFRONT ESTATES (ORIG 17-011) (DRAWING) 13-109 PLAT 9-24-23.dwg 8 04/18/2023

LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA

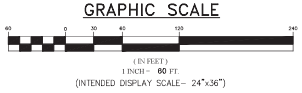


STATE OF FLORIDA
COUNTY OF GLADES

THIS PLAT HAS BEEN FILED FOR
RECORD AT _____

THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT

BY: _____
DEPUTY CLERK



SEE SHEET 12



SEE SHEET 10

SEE SHEET 8

CURVE TABLE				LINE TABLE	
STATION	ANGLE	LENGTH	CURVE DATA	LINE NO.	BEARING
0+00.00	90.00	100.00	100.00	1	N 0° 0' 0" E
0+10.00	90.00	100.00	100.00	2	N 0° 0' 0" E
0+20.00	90.00	100.00	100.00	3	N 0° 0' 0" E
0+30.00	90.00	100.00	100.00	4	N 0° 0' 0" E
0+40.00	90.00	100.00	100.00	5	N 0° 0' 0" E
0+50.00	90.00	100.00	100.00	6	N 0° 0' 0" E
0+60.00	90.00	100.00	100.00	7	N 0° 0' 0" E
0+70.00	90.00	100.00	100.00	8	N 0° 0' 0" E
0+80.00	90.00	100.00	100.00	9	N 0° 0' 0" E
0+90.00	90.00	100.00	100.00	10	N 0° 0' 0" E
1+00.00	90.00	100.00	100.00	11	N 0° 0' 0" E
1+10.00	90.00	100.00	100.00	12	N 0° 0' 0" E
1+20.00	90.00	100.00	100.00	13	N 0° 0' 0" E
1+30.00	90.00	100.00	100.00	14	N 0° 0' 0" E
1+40.00	90.00	100.00	100.00	15	N 0° 0' 0" E
1+50.00	90.00	100.00	100.00	16	N 0° 0' 0" E
1+60.00	90.00	100.00	100.00	17	N 0° 0' 0" E
1+70.00	90.00	100.00	100.00	18	N 0° 0' 0" E
1+80.00	90.00	100.00	100.00	19	N 0° 0' 0" E
1+90.00	90.00	100.00	100.00	20	N 0° 0' 0" E
2+00.00	90.00	100.00	100.00	21	N 0° 0' 0" E
2+10.00	90.00	100.00	100.00	22	N 0° 0' 0" E
2+20.00	90.00	100.00	100.00	23	N 0° 0' 0" E
2+30.00	90.00	100.00	100.00	24	N 0° 0' 0" E
2+40.00	90.00	100.00	100.00	25	N 0° 0' 0" E
2+50.00	90.00	100.00	100.00	26	N 0° 0' 0" E
2+60.00	90.00	100.00	100.00	27	N 0° 0' 0" E
2+70.00	90.00	100.00	100.00	28	N 0° 0' 0" E
2+80.00	90.00	100.00	100.00	29	N 0° 0' 0" E
2+90.00	90.00	100.00	100.00	30	N 0° 0' 0" E
3+00.00	90.00	100.00	100.00	31	N 0° 0' 0" E
3+10.00	90.00	100.00	100.00	32	N 0° 0' 0" E
3+20.00	90.00	100.00	100.00	33	N 0° 0' 0" E
3+30.00	90.00	100.00	100.00	34	N 0° 0' 0" E
3+40.00	90.00	100.00	100.00	35	N 0° 0' 0" E
3+50.00	90.00	100.00	100.00	36	N 0° 0' 0" E
3+60.00	90.00	100.00	100.00	37	N 0° 0' 0" E
3+70.00	90.00	100.00	100.00	38	N 0° 0' 0" E
3+80.00	90.00	100.00	100.00	39	N 0° 0' 0" E
3+90.00	90.00	100.00	100.00	40	N 0° 0' 0" E
4+00.00	90.00	100.00	100.00	41	N 0° 0' 0" E
4+10.00	90.00	100.00	100.00	42	N 0° 0' 0" E
4+20.00	90.00	100.00	100.00	43	N 0° 0' 0" E
4+30.00	90.00	100.00	100.00	44	N 0° 0' 0" E
4+40.00	90.00	100.00	100.00	45	N 0° 0' 0" E
4+50.00	90.00	100.00	100.00	46	N 0° 0' 0" E
4+60.00	90.00	100.00	100.00	47	N 0° 0' 0" E
4+70.00	90.00	100.00	100.00	48	N 0° 0' 0" E
4+80.00	90.00	100.00	100.00	49	N 0° 0' 0" E
4+90.00	90.00	100.00	100.00	50	N 0° 0' 0" E
5+00.00	90.00	100.00	100.00	51	N 0° 0' 0" E
5+10.00	90.00	100.00	100.00	52	N 0° 0' 0" E
5+20.00	90.00	100.00	100.00	53	N 0° 0' 0" E
5+30.00	90.00	100.00	100.00	54	N 0° 0' 0" E
5+40.00	90.00	100.00	100.00	55	N 0° 0' 0" E
5+50.00	90.00	100.00	100.00	56	N 0° 0' 0" E
5+60.00	90.00	100.00	100.00	57	N 0° 0' 0" E
5+70.00	90.00	100.00	100.00	58	N 0° 0' 0" E
5+80.00	90.00	100.00	100.00	59	N 0° 0' 0" E
5+90.00	90.00	100.00	100.00	60	N 0° 0' 0" E
6+00.00	90.00	100.00	100.00	61	N 0° 0' 0" E
6+10.00	90.00	100.00	100.00	62	N 0° 0' 0" E
6+20.00	90.00	100.00	100.00	63	N 0° 0' 0" E
6+30.00	90.00	100.00	100.00	64	N 0° 0' 0" E
6+40.00	90.00	100.00	100.00	65	N 0° 0' 0" E
6+50.00	90.00	100.00	100.00	66	N 0° 0' 0" E
6+60.00	90.00	100.00	100.00	67	N 0° 0' 0" E
6+70.00	90.00	100.00	100.00	68	N 0° 0' 0" E
6+80.00	90.00	100.00	100.00	69	N 0° 0' 0" E
6+90.00	90.00	100.00	100.00	70	N 0° 0' 0" E
7+00.00	90.00	100.00	100.00	71	N 0° 0' 0" E
7+10.00	90.00	100.00	100.00	72	N 0° 0' 0" E
7+20.00	90.00	100.00	100.00	73	N 0° 0' 0" E
7+30.00	90.00	100.00	100.00	74	N 0° 0' 0" E
7+40.00	90.00	100.00	100.00	75	N 0° 0' 0" E
7+50.00	90.00	100.00	100.00	76	N 0° 0' 0" E
7+60.00	90.00	100.00	100.00	77	N 0° 0' 0" E
7+70.00	90.00	100.00	100.00	78	N 0° 0' 0" E
7+80.00	90.00	100.00	100.00	79	N 0° 0' 0" E
7+90.00	90.00	100.00	100.00	80	N 0° 0' 0" E
8+00.00	90.00	100.00	100.00	81	N 0° 0' 0" E
8+10.00	90.00	100.00	100.00	82	N 0° 0' 0" E
8+20.00	90.00	100.00	100.00	83	N 0° 0' 0" E
8+30.00	90.00	100.00	100.00	84	N 0° 0' 0" E
8+40.00	90.00	100.00	100.00	85	N 0° 0' 0" E
8+50.00	90.00	100.00	100.00	86	N 0° 0' 0" E
8+60.00	90.00	100.00	100.00	87	N 0° 0' 0" E
8+70.00	90.00	100.00	100.00	88	N 0° 0' 0" E
8+80.00	90.00	100.00	100.00	89	N 0° 0' 0" E
8+90.00	90.00	100.00	100.00	90	N 0° 0' 0" E
9+00.00	90.00	100.00	100.00	91	N 0° 0' 0" E
9+10.00	90.00	100.00	100.00	92	N 0° 0' 0" E
9+20.00	90.00	100.00	100.00	93	N 0° 0' 0" E
9+30.00	90.00	100.00	100.00	94	N 0° 0' 0" E
9+40.00	90.00	100.00	100.00	95	N 0° 0' 0" E
9+50.00	90.00	100.00	100.00	96	N 0° 0' 0" E
9+60.00	90.00	100.00	100.00	97	N 0° 0' 0" E
9+70.00	90.00	100.00	100.00	98	N 0° 0' 0" E
9+80.00	90.00	100.00	100.00	99	N 0° 0' 0" E
9+90.00	90.00	100.00	100.00	100	N 0° 0' 0" E

©1W 2041/BSM & ASSOCIATES, INC./2023/23-109 PLAT LAKEFRONT ESTATES (ORIG 17-01)/DRAWING/23-109 PLAT 9-24-23.dwg 9 5/16 2023

LAKEFRONT ESTATES

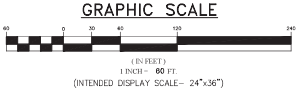
LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA

80 SE 31st Lane, Okechobee, FL 34974
ricky.barnes@bmsurvey.com
863.484.8324 LB 8155

STATE OF FLORIDA
COUNTY OF GLADES

THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT

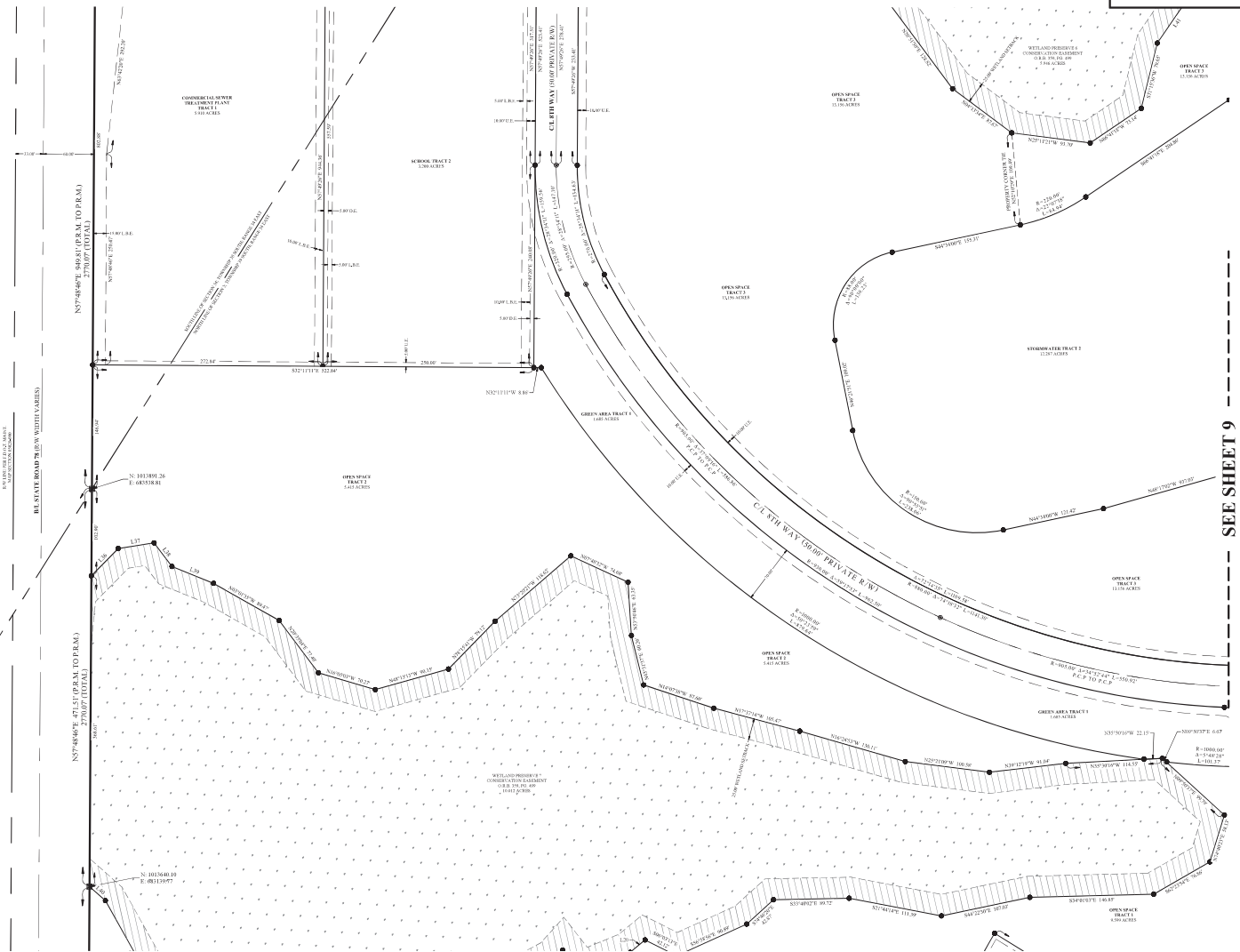
BY:
DEPUTY CLERK



--- SEE SHEET 11 ---

LINE#	BEARS#1	LENS#1
L1	5940670	11.17
L2	5825692	10.92
L3	5827927	11.31
L4	5827928	11.31
L5	5827929	11.31
L6	5827930	11.31

PLAT:
RE CONSIDER SECTION 4
TOWNSHIP 39 SOUTH
RANGE 34 EAST
END STAKES CONCRETE MONUMENT
NO IDENTIFICATION



--- SEE SHEET 9 ---

--- SEE SHEET 7 ---

SHEET 10 OF 18

©1/1/2019 BSM & ASSOCIATES, INC. 2023.12-109 PLAT LAKEFRONT ESTATES (DRG 17--01) (DRAWING) 12-109 PLAT 9-24-23.dwg 19 OCT 18, 2023

LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA

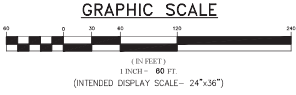


STATE OF FLORIDA
COUNTY OF GLADES

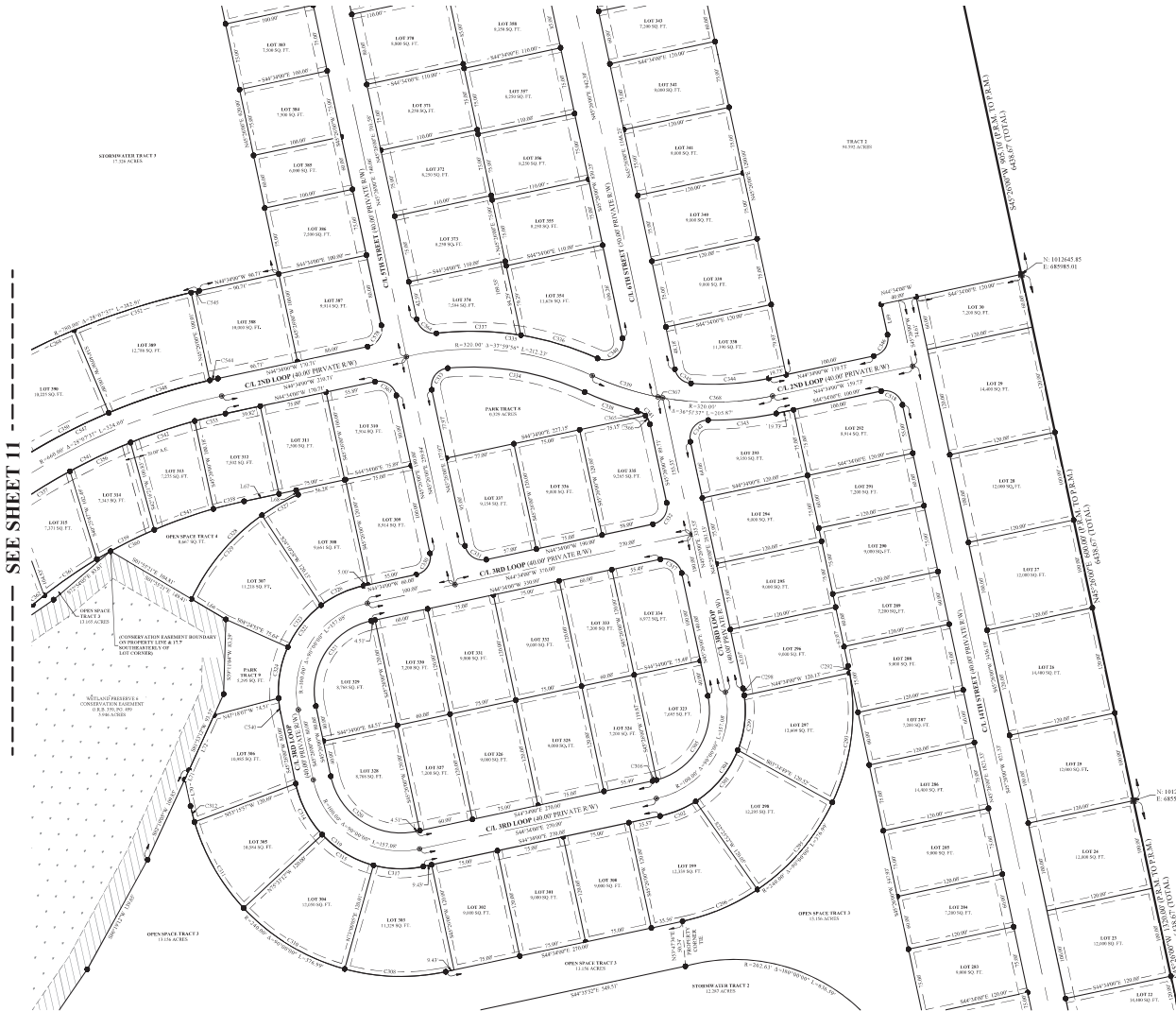
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____

THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT

BY: _____
DEPUTY CLERK



--- SEE SHEET 13 ---



LINE TABLE

LINE	BEARING	LENGTH	ASSUMED
L61	S41°33'51" E	81.60	0.00
L62	S41°33'51" W	81.60	0.00
L63	S27°23'54" E	52.50	0.00
L64	S47°30'00" W	101.10	0.00
L65	S47°30'00" E	101.10	0.00
L66	S47°30'00" W	101.10	0.00
L67	S47°30'00" E	101.10	0.00
L68	S47°30'00" W	101.10	0.00
L69	S47°30'00" E	101.10	0.00
L70	S47°30'00" W	101.10	0.00
L71	S47°30'00" E	101.10	0.00
L72	S47°30'00" W	101.10	0.00

CURVE TABLE

CHORD	ARC	DELTA	LENGTH	CHORD BEARING	COORDINATE X	COORDINATE Y
C200	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C201	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C202	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C203	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C204	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C205	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C206	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C207	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C208	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C209	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C210	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C211	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C212	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C213	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C214	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C215	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C216	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C217	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C218	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C219	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C220	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C221	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C222	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C223	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C224	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C225	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C226	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C227	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C228	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C229	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C230	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C231	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C232	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C233	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C234	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C235	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C236	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C237	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C238	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C239	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C240	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C241	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C242	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C243	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C244	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C245	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C246	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C247	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C248	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C249	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C250	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C251	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C252	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C253	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C254	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C255	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C256	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C257	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C258	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C259	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C260	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C261	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C262	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C263	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C264	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C265	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C266	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C267	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C268	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C269	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C270	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C271	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C272	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C273	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C274	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C275	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C276	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C277	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C278	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C279	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C280	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C281	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C282	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C283	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C284	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C285	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C286	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C287	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C288	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C289	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C290	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C291	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C292	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C293	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C294	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C295	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C296	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C297	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C298	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C299	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00
C300	20.00	007°00'00"	100.00	S89°50'00" E	100.00	0.00

--- SEE SHEET 11 ---

--- SEE SHEET 9 ---

SHEET 12 OF 18

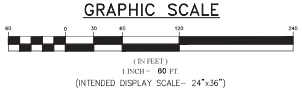
©19/2019 BSM & ASSOCIATES, INC. 2023.12.12-109 PLAT LAKEFRONT ESTATES (DRG 17--011) (DRAWING) 12-109 PLAT 9-24-23.dwg 12 OCT 18, 2023

LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF GLADES
THIS PLAN HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT
BY: _____
DEPUTY CLERK



SEE SHEET 16



SEE SHEET 14

LEVEL BENCHMARK
ADJACENT TO LOT 138
DRAWING DATE: 12/12/2022

LINE TABLE

LINE#	BEARING	LENGTH
L71	S44°34'00" E	20.00
L72	S44°34'00" E	20.00
L73	S44°34'00" E	20.00
L74	S44°34'00" E	20.00
L75	S44°34'00" E	20.00
L76	S44°34'00" E	20.00
L77	S44°34'00" E	20.00
L78	S44°34'00" E	20.00
L79	S44°34'00" E	20.00
L80	S44°34'00" E	20.00

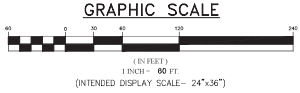
CURVE TABLE

CURVE#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C01	100.00	180.000	31.416	S180°00'00"	0.00
C02	100.00	180.000	31.416	S180°00'00"	0.00
C03	100.00	180.000	31.416	S180°00'00"	0.00
C04	100.00	180.000	31.416	S180°00'00"	0.00
C05	100.00	180.000	31.416	S180°00'00"	0.00
C06	100.00	180.000	31.416	S180°00'00"	0.00
C07	100.00	180.000	31.416	S180°00'00"	0.00
C08	100.00	180.000	31.416	S180°00'00"	0.00
C09	100.00	180.000	31.416	S180°00'00"	0.00
C10	100.00	180.000	31.416	S180°00'00"	0.00
C11	100.00	180.000	31.416	S180°00'00"	0.00
C12	100.00	180.000	31.416	S180°00'00"	0.00
C13	100.00	180.000	31.416	S180°00'00"	0.00
C14	100.00	180.000	31.416	S180°00'00"	0.00
C15	100.00	180.000	31.416	S180°00'00"	0.00
C16	100.00	180.000	31.416	S180°00'00"	0.00
C17	100.00	180.000	31.416	S180°00'00"	0.00
C18	100.00	180.000	31.416	S180°00'00"	0.00
C19	100.00	180.000	31.416	S180°00'00"	0.00
C20	100.00	180.000	31.416	S180°00'00"	0.00
C21	100.00	180.000	31.416	S180°00'00"	0.00
C22	100.00	180.000	31.416	S180°00'00"	0.00
C23	100.00	180.000	31.416	S180°00'00"	0.00
C24	100.00	180.000	31.416	S180°00'00"	0.00
C25	100.00	180.000	31.416	S180°00'00"	0.00
C26	100.00	180.000	31.416	S180°00'00"	0.00
C27	100.00	180.000	31.416	S180°00'00"	0.00
C28	100.00	180.000	31.416	S180°00'00"	0.00
C29	100.00	180.000	31.416	S180°00'00"	0.00
C30	100.00	180.000	31.416	S180°00'00"	0.00
C31	100.00	180.000	31.416	S180°00'00"	0.00
C32	100.00	180.000	31.416	S180°00'00"	0.00
C33	100.00	180.000	31.416	S180°00'00"	0.00
C34	100.00	180.000	31.416	S180°00'00"	0.00
C35	100.00	180.000	31.416	S180°00'00"	0.00
C36	100.00	180.000	31.416	S180°00'00"	0.00
C37	100.00	180.000	31.416	S180°00'00"	0.00
C38	100.00	180.000	31.416	S180°00'00"	0.00
C39	100.00	180.000	31.416	S180°00'00"	0.00
C40	100.00	180.000	31.416	S180°00'00"	0.00
C41	100.00	180.000	31.416	S180°00'00"	0.00
C42	100.00	180.000	31.416	S180°00'00"	0.00
C43	100.00	180.000	31.416	S180°00'00"	0.00
C44	100.00	180.000	31.416	S180°00'00"	0.00
C45	100.00	180.000	31.416	S180°00'00"	0.00
C46	100.00	180.000	31.416	S180°00'00"	0.00
C47	100.00	180.000	31.416	S180°00'00"	0.00
C48	100.00	180.000	31.416	S180°00'00"	0.00
C49	100.00	180.000	31.416	S180°00'00"	0.00
C50	100.00	180.000	31.416	S180°00'00"	0.00
C51	100.00	180.000	31.416	S180°00'00"	0.00
C52	100.00	180.000	31.416	S180°00'00"	0.00
C53	100.00	180.000	31.416	S180°00'00"	0.00
C54	100.00	180.000	31.416	S180°00'00"	0.00
C55	100.00	180.000	31.416	S180°00'00"	0.00
C56	100.00	180.000	31.416	S180°00'00"	0.00
C57	100.00	180.000	31.416	S180°00'00"	0.00
C58	100.00	180.000	31.416	S180°00'00"	0.00
C59	100.00	180.000	31.416	S180°00'00"	0.00
C60	100.00	180.000	31.416	S180°00'00"	0.00
C61	100.00	180.000	31.416	S180°00'00"	0.00
C62	100.00	180.000	31.416	S180°00'00"	0.00
C63	100.00	180.000	31.416	S180°00'00"	0.00
C64	100.00	180.000	31.416	S180°00'00"	0.00
C65	100.00	180.000	31.416	S180°00'00"	0.00
C66	100.00	180.000	31.416	S180°00'00"	0.00
C67	100.00	180.000	31.416	S180°00'00"	0.00
C68	100.00	180.000	31.416	S180°00'00"	0.00
C69	100.00	180.000	31.416	S180°00'00"	0.00
C70	100.00	180.000	31.416	S180°00'00"	0.00
C71	100.00	180.000	31.416	S180°00'00"	0.00
C72	100.00	180.000	31.416	S180°00'00"	0.00
C73	100.00	180.000	31.416	S180°00'00"	0.00
C74	100.00	180.000	31.416	S180°00'00"	0.00
C75	100.00	180.000	31.416	S180°00'00"	0.00
C76	100.00	180.000	31.416	S180°00'00"	0.00
C77	100.00	180.000	31.416	S180°00'00"	0.00
C78	100.00	180.000	31.416	S180°00'00"	0.00
C79	100.00	180.000	31.416	S180°00'00"	0.00
C80	100.00	180.000	31.416	S180°00'00"	0.00
C81	100.00	180.000	31.416	S180°00'00"	0.00
C82	100.00	180.000	31.416	S180°00'00"	0.00
C83	100.00	180.000	31.416	S180°00'00"	0.00
C84	100.00	180.000	31.416	S180°00'00"	0.00
C85	100.00	180.000	31.416	S180°00'00"	0.00
C86	100.00	180.000	31.416	S180°00'00"	0.00
C87	100.00	180.000	31.416	S180°00'00"	0.00
C88	100.00	180.000	31.416	S180°00'00"	0.00
C89	100.00	180.000	31.416	S180°00'00"	0.00
C90	100.00	180.000	31.416	S180°00'00"	0.00
C91	100.00	180.000	31.416	S180°00'00"	0.00
C92	100.00	180.000	31.416	S180°00'00"	0.00
C93	100.00	180.000	31.416	S180°00'00"	0.00
C94	100.00	180.000	31.416	S180°00'00"	0.00
C95	100.00	180.000	31.416	S180°00'00"	0.00
C96	100.00	180.000	31.416	S180°00'00"	0.00
C97	100.00	180.000	31.416	S180°00'00"	0.00
C98	100.00	180.000	31.416	S180°00'00"	0.00
C99	100.00	180.000	31.416	S180°00'00"	0.00
C100	100.00	180.000	31.416	S180°00'00"	0.00

SEE SHEET 12

SHEET 13 OF 18

©1W BSM & ASSOCIATES, INC., 2023.12-109 PLAT LAKEFRONT ESTATES (ORIG 17-01) (DRAWING) 12-109 PLAT 9-24-23.dwg 13 OCT 18, 2023



LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST GLADES COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF GLADES
THIS PLAT HAS BEEN FILED FOR RECORD AT _____
THIS _____ DAY OF _____ A.D. 2023 AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ THROUGH _____ TAMI PEARCE SIMMONS CLERK OF THE COURT
BY: _____ DEPUTY CLERK

LINE	BEARING	LENGTH
L01	S73°00'00"W	23.00
L02	S73°00'00"W	23.00
L03	S73°00'00"W	23.00
L04	S73°00'00"W	23.00
L05	S73°00'00"W	23.00
L06	S73°00'00"W	23.00
L07	S73°00'00"W	23.00
L08	S73°00'00"W	23.00
L09	S73°00'00"W	23.00
L10	S73°00'00"W	23.00
L11	S73°00'00"W	23.00
L12	S73°00'00"W	23.00
L13	S73°00'00"W	23.00
L14	S73°00'00"W	23.00
L15	S73°00'00"W	23.00
L16	S73°00'00"W	23.00
L17	S73°00'00"W	23.00
L18	S73°00'00"W	23.00
L19	S73°00'00"W	23.00
L20	S73°00'00"W	23.00

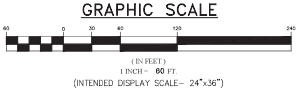
CURVE	BEARING	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C01	S73°00'00"W	48.00	232.607796	42.00	232.607796
C02	S73°00'00"W	115.00	232.607796	39.00	232.607796
C03	S73°00'00"W	162.00	232.607796	31.00	232.607796
C04	S73°00'00"W	210.00	232.607796	19.00	232.607796
C05	S73°00'00"W	258.00	232.607796	9.00	232.607796
C06	S73°00'00"W	306.00	232.607796	0.00	232.607796
C07	S73°00'00"W	354.00	232.607796	9.00	232.607796
C08	S73°00'00"W	402.00	232.607796	19.00	232.607796
C09	S73°00'00"W	450.00	232.607796	31.00	232.607796
C10	S73°00'00"W	498.00	232.607796	39.00	232.607796
C11	S73°00'00"W	546.00	232.607796	42.00	232.607796
C12	S73°00'00"W	594.00	232.607796	42.00	232.607796
C13	S73°00'00"W	642.00	232.607796	39.00	232.607796
C14	S73°00'00"W	690.00	232.607796	31.00	232.607796
C15	S73°00'00"W	738.00	232.607796	19.00	232.607796
C16	S73°00'00"W	786.00	232.607796	9.00	232.607796
C17	S73°00'00"W	834.00	232.607796	0.00	232.607796
C18	S73°00'00"W	882.00	232.607796	9.00	232.607796
C19	S73°00'00"W	930.00	232.607796	19.00	232.607796
C20	S73°00'00"W	978.00	232.607796	31.00	232.607796
C21	S73°00'00"W	1026.00	232.607796	39.00	232.607796
C22	S73°00'00"W	1074.00	232.607796	42.00	232.607796
C23	S73°00'00"W	1122.00	232.607796	42.00	232.607796
C24	S73°00'00"W	1170.00	232.607796	39.00	232.607796
C25	S73°00'00"W	1218.00	232.607796	31.00	232.607796
C26	S73°00'00"W	1266.00	232.607796	19.00	232.607796
C27	S73°00'00"W	1314.00	232.607796	9.00	232.607796
C28	S73°00'00"W	1362.00	232.607796	0.00	232.607796
C29	S73°00'00"W	1410.00	232.607796	9.00	232.607796
C30	S73°00'00"W	1458.00	232.607796	19.00	232.607796
C31	S73°00'00"W	1506.00	232.607796	31.00	232.607796
C32	S73°00'00"W	1554.00	232.607796	39.00	232.607796
C33	S73°00'00"W	1602.00	232.607796	42.00	232.607796
C34	S73°00'00"W	1650.00	232.607796	42.00	232.607796
C35	S73°00'00"W	1698.00	232.607796	39.00	232.607796
C36	S73°00'00"W	1746.00	232.607796	31.00	232.607796
C37	S73°00'00"W	1794.00	232.607796	19.00	232.607796
C38	S73°00'00"W	1842.00	232.607796	9.00	232.607796
C39	S73°00'00"W	1890.00	232.607796	0.00	232.607796
C40	S73°00'00"W	1938.00	232.607796	9.00	232.607796
C41	S73°00'00"W	1986.00	232.607796	19.00	232.607796
C42	S73°00'00"W	2034.00	232.607796	31.00	232.607796
C43	S73°00'00"W	2082.00	232.607796	39.00	232.607796
C44	S73°00'00"W	2130.00	232.607796	42.00	232.607796
C45	S73°00'00"W	2178.00	232.607796	42.00	232.607796
C46	S73°00'00"W	2226.00	232.607796	39.00	232.607796
C47	S73°00'00"W	2274.00	232.607796	31.00	232.607796
C48	S73°00'00"W	2322.00	232.607796	19.00	232.607796
C49	S73°00'00"W	2370.00	232.607796	9.00	232.607796
C50	S73°00'00"W	2418.00	232.607796	0.00	232.607796
C51	S73°00'00"W	2466.00	232.607796	9.00	232.607796
C52	S73°00'00"W	2514.00	232.607796	19.00	232.607796
C53	S73°00'00"W	2562.00	232.607796	31.00	232.607796
C54	S73°00'00"W	2610.00	232.607796	39.00	232.607796
C55	S73°00'00"W	2658.00	232.607796	42.00	232.607796
C56	S73°00'00"W	2706.00	232.607796	42.00	232.607796
C57	S73°00'00"W	2754.00	232.607796	39.00	232.607796
C58	S73°00'00"W	2802.00	232.607796	31.00	232.607796
C59	S73°00'00"W	2850.00	232.607796	19.00	232.607796
C60	S73°00'00"W	2898.00	232.607796	9.00	232.607796
C61	S73°00'00"W	2946.00	232.607796	0.00	232.607796
C62	S73°00'00"W	2994.00	232.607796	9.00	232.607796
C63	S73°00'00"W	3042.00	232.607796	19.00	232.607796
C64	S73°00'00"W	3090.00	232.607796	31.00	232.607796
C65	S73°00'00"W	3138.00	232.607796	39.00	232.607796
C66	S73°00'00"W	3186.00	232.607796	42.00	232.607796
C67	S73°00'00"W	3234.00	232.607796	42.00	232.607796
C68	S73°00'00"W	3282.00	232.607796	39.00	232.607796
C69	S73°00'00"W	3330.00	232.607796	31.00	232.607796
C70	S73°00'00"W	3378.00	232.607796	19.00	232.607796
C71	S73°00'00"W	3426.00	232.607796	9.00	232.607796
C72	S73°00'00"W	3474.00	232.607796	0.00	232.607796
C73	S73°00'00"W	3522.00	232.607796	9.00	232.607796
C74	S73°00'00"W	3570.00	232.607796	19.00	232.607796
C75	S73°00'00"W	3618.00	232.607796	31.00	232.607796
C76	S73°00'00"W	3666.00	232.607796	39.00	232.607796
C77	S73°00'00"W	3714.00	232.607796	42.00	232.607796
C78	S73°00'00"W	3762.00	232.607796	42.00	232.607796
C79	S73°00'00"W	3810.00	232.607796	39.00	232.607796
C80	S73°00'00"W	3858.00	232.607796	31.00	232.607796
C81	S73°00'00"W	3906.00	232.607796	19.00	232.607796
C82	S73°00'00"W	3954.00	232.607796	9.00	232.607796
C83	S73°00'00"W	4002.00	232.607796	0.00	232.607796
C84	S73°00'00"W	4050.00	232.607796	9.00	232.607796
C85	S73°00'00"W	4098.00	232.607796	19.00	232.607796
C86	S73°00'00"W	4146.00	232.607796	31.00	232.607796
C87	S73°00'00"W	4194.00	232.607796	39.00	232.607796
C88	S73°00'00"W	4242.00	232.607796	42.00	232.607796
C89	S73°00'00"W	4290.00	232.607796	42.00	232.607796
C90	S73°00'00"W	4338.00	232.607796	39.00	232.607796
C91	S73°00'00"W	4386.00	232.607796	31.00	232.607796
C92	S73°00'00"W	4434.00	232.607796	19.00	232.607796
C93	S73°00'00"W	4482.00	232.607796	9.00	232.607796
C94	S73°00'00"W	4530.00	232.607796	0.00	232.607796
C95	S73°00'00"W	4578.00	232.607796	9.00	232.607796
C96	S73°00'00"W	4626.00	232.607796	19.00	232.607796
C97	S73°00'00"W	4674.00	232.607796	31.00	232.607796
C98	S73°00'00"W	4722.00	232.607796	39.00	232.607796
C99	S73°00'00"W	4770.00	232.607796	42.00	232.607796
C100	S73°00'00"W	4818.00	232.607796	42.00	232.607796
C101	S73°00'00"W	4866.00	232.607796	39.00	232.607796
C102	S73°00'00"W	4914.00	232.607796	31.00	232.607796
C103	S73°00'00"W	4962.00	232.607796	19.00	232.607796
C104	S73°00'00"W	5010.00	232.607796	9.00	232.607796
C105	S73°00'00"W	5058.00	232.607796	0.00	232.607796
C106	S73°00'00"W	5106.00	232.607796	9.00	232.607796
C107	S73°00'00"W	5154.00	232.607796	19.00	232.607796
C108	S73°00'00"W	5202.00	232.607796	31.00	232.607796
C109	S73°00'00"W	5250.00	232.607796	39.00	232.607796
C110	S73°00'00"W	5298.00	232.607796	42.00	232.607796
C111	S73°00'00"W	5346.00	232.607796	42.00	232.607796
C112	S73°00'00"W	5394.00	232.607796	39.00	232.607796
C113	S73°00'00"W	5442.00	232.607796	31.00	232.607796
C114	S73°00'00"W	5490.00	232.607796	19.00	232.607796
C115	S73°00'00"W	5538.00	232.607796	9.00	232.607796
C116	S73°00'00"W	5586.00	232.607796	0.00	232.607796
C117	S73°00'00"W	5634.00	232.607796	9.00	232.607796
C118	S73°00'00"W	5682.00	232.607796	19.00	232.607796
C119	S73°00'00"W	5730.00	232.607796	31.00	232.607796
C120	S73°00'00"W	5778.00	232.607796	39.00	232.607796
C121	S73°00'00"W	5826.00	232.607796	42.00	232.607796
C122	S73°00'00"W	5874.00	232.607796	42.00	232.607796
C123	S73°00'00"W	5922.00	232.607796	39.00	232.607796
C124	S73°00'00"W	5970.00	232.607796	31.00	232.607796
C125	S73°00'00"W	6018.00	232.607796	19.00	232.607796
C126	S73°00'00"W	6066.00	232.607796	9.00	232.607796
C127	S73°00'00"W	6114.00	232.607796	0.00	232.607796
C128	S73°00'00"W	6162.00	232.607796	9.00	232.607796
C129	S73°00'00"W	6210.00	232.607796	19.00	232.607796
C130	S73°00'00"W	6258.00	232.607796	31.00	232.607796
C131	S73°00'00"W	6306.00	232.607796	39.00	232.607796
C132	S73°00'00"W	6354.00	232.607796	42.00	232.607796
C133	S73°00'00"W	6402.00	232.607796	42.00	232.607796
C134	S73°00'00"W	6450.00	232.607796	39.00	232.607796
C135	S73°00'00"W	6498.00	232.607796	31.00	232.607796
C136	S73°00'00"W	6546.00	232.607796	19.00	232.607796
C137	S73°00'00"W	6594.00	232.607796	9.00	232.607796
C138	S73°00'00"W	6642.00	232.607796	0.00	232.607796
C139	S73°00'00"W	6690.00	232.607796	9.00	232.607796
C140	S73°00'00"W	6738.00	232.607796	19.00	232.607796
C141	S73°00'00"W	6786.00	232.607796	31.00	232.607796
C142	S73°00'00"W	6834.00	232.6		

LAKEFRONT ESTATES

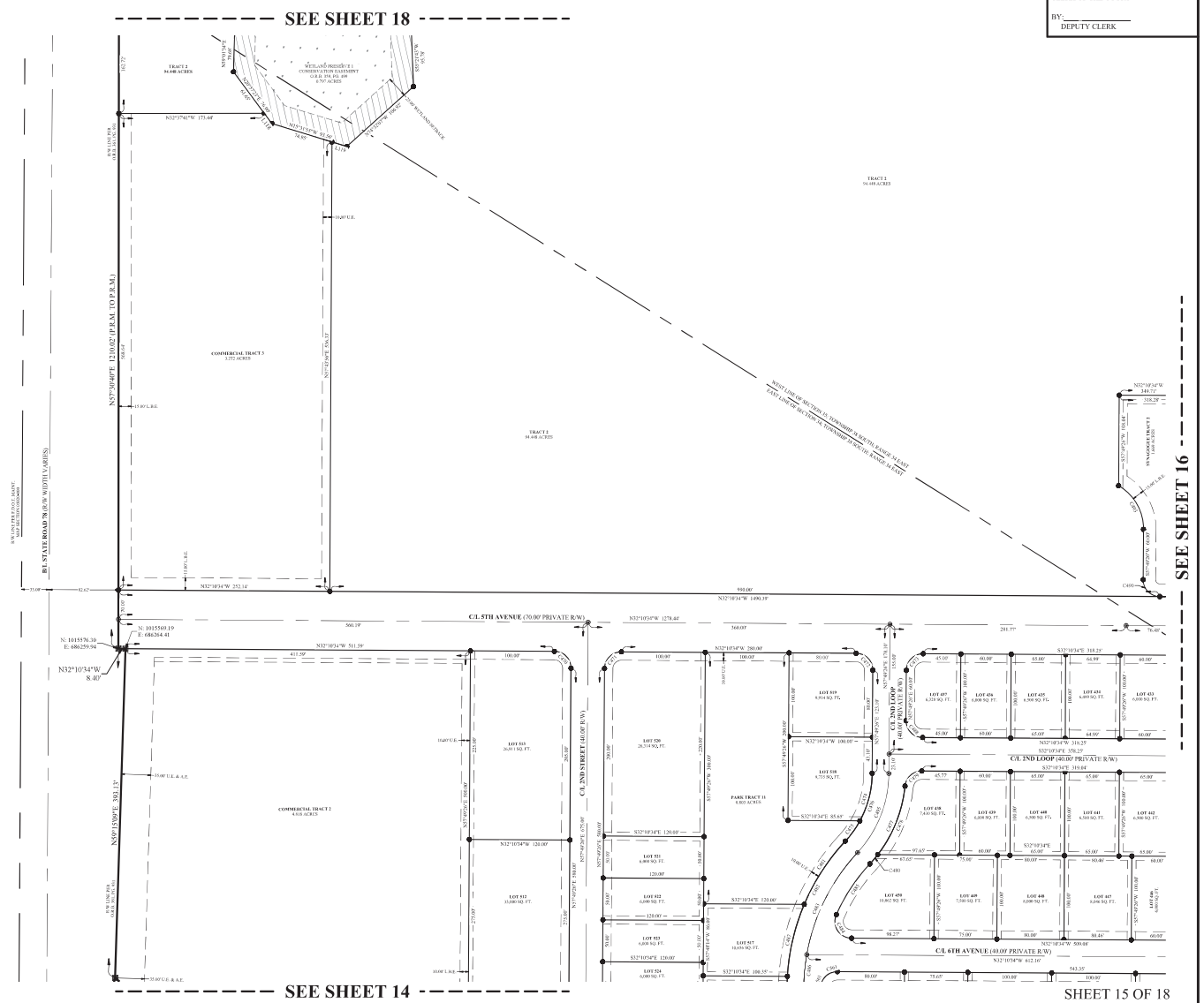
LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF GLADES
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT
BY: _____
DEPUTY CLERK



LINE TABLE		CURVE TABLE				
LINE	BEARING	LENGTH	START	END	CHORD BEARING	CHORD DISTANCE
100	N22°10'34\"/>					



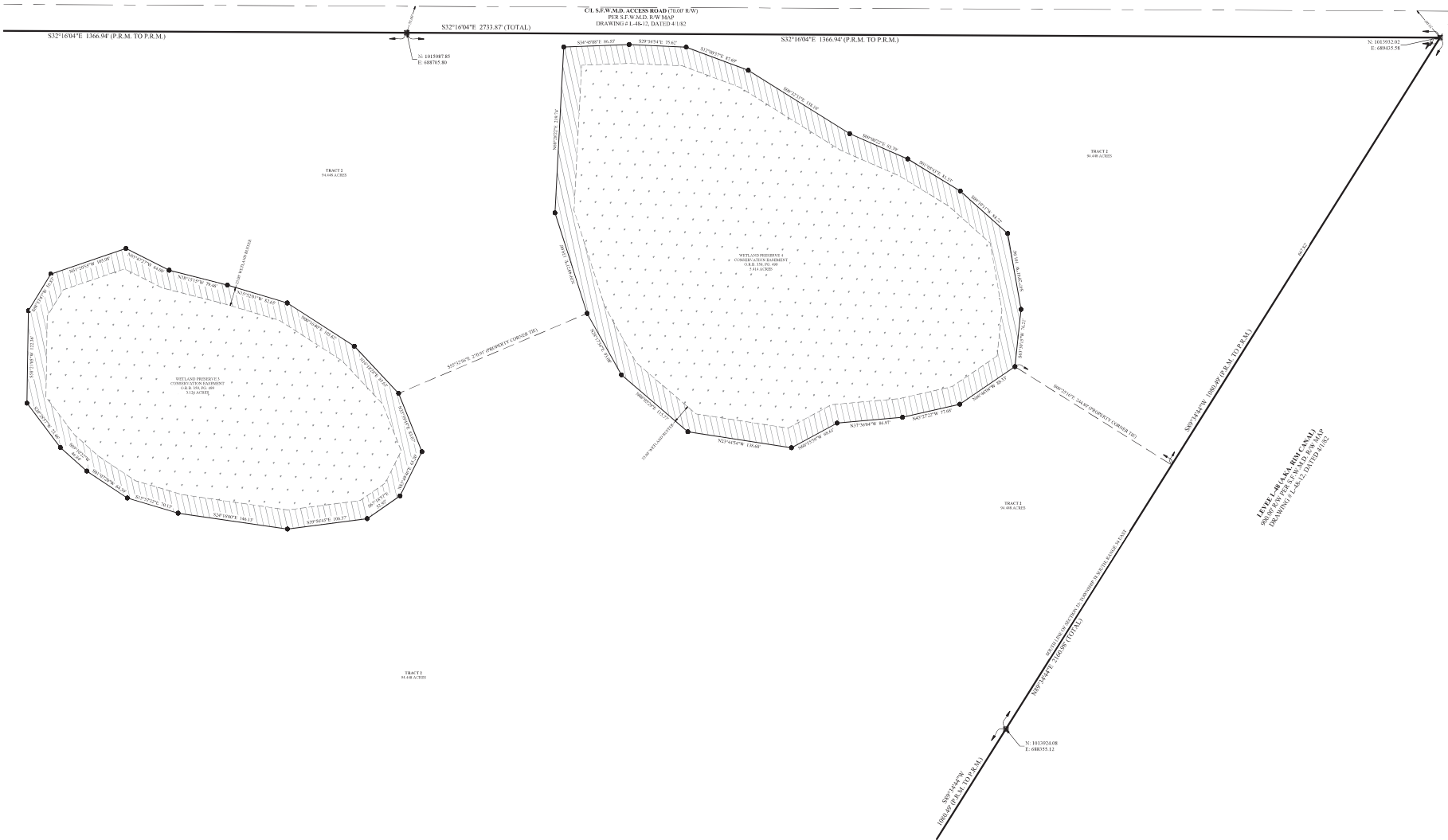
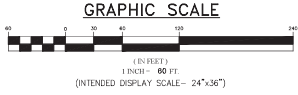
©1W BSM & ASSOCIATES, INC., 2023.12-109 PLAT LAKEFRONT ESTATES (ORIG 17-01)(DRAWING 13-109 PLAT 9-24-23.dwg 15 OCT 18, 2023)

LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF GLADES
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS ____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGE _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT
BY: _____
DEPUTY CLERK

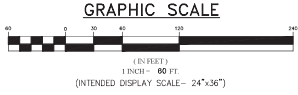


SEE SHEET 18

SEE SHEET 16

SHEET 17 OF 18

©19/20/21/22/23 BSM & ASSOCIATES, INC., 2023.12-109 PLAT LAKEFRONT ESTATES (ORIG 17--0811) (DRAWING) 12--109 PLAT 9-24-23.dwg 17 OCT 18, 2023.



LAKEFRONT ESTATES

LOCATED IN SECTIONS 34 & 35, TOWNSHIP 38 SOUTH, RANGE 34 EAST AND
SECTIONS 2, 3, & 4 TOWNSHIP 39 SOUTH, RANGE 34 EAST
GLADES COUNTY, FLORIDA

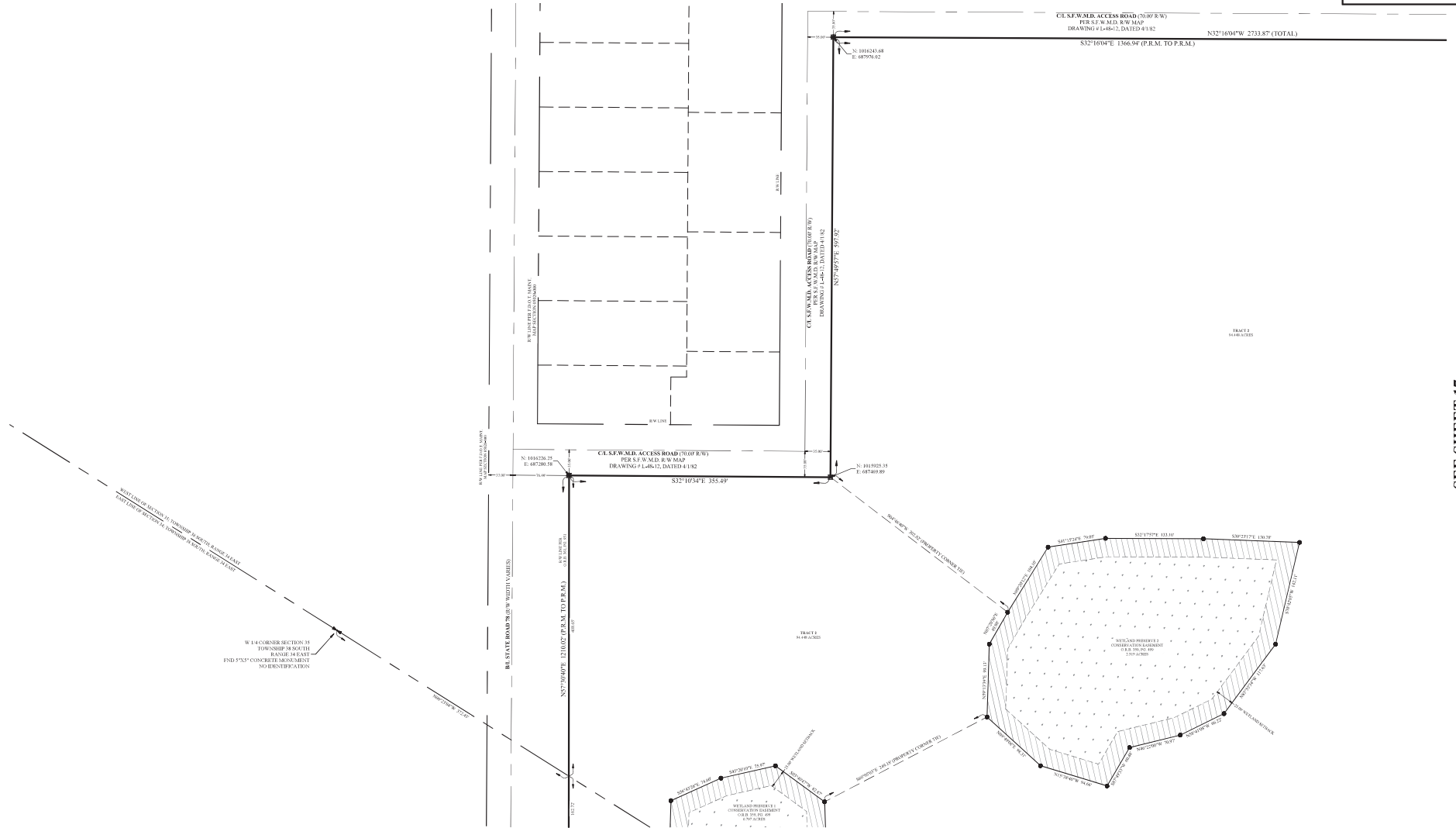
BSM & ASSOCIATES
LAND SURVEYING SERVICES
80 SE 31st Lane, Okechobee, FL 34974
ricky.barnes@bmsurvey.com
863.484.8324 LB 8155

STATE OF FLORIDA
COUNTY OF GLADES

THIS PLAT HAS BEEN FILED FOR
RECORD AT _____

THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGES _____ THROUGH _____
TAMI PEARCE SIMMONS
CLERK OF THE COURT

BY: _____
DEPUTY CLERK



SEE SHEET 17

SEE SHEET 15

SHEET 18 OF 18

©1997 BSM & ASSOCIATES, INC. 202312-109 PLAT LAKEFRONT ESTATES (DRG 17-011) (DRAWING) 12-109 PLAT 9-24-23.dwg 18 OCT 18, 2023

APPENDIX 5 – ENGINEER'S ESTIMATE OF
PROBABLE CONSTRUCTION COST



LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST

LAKEFRONT DEVELOPMENT AT
GLADES COUNTY
PHASE 1

Project No. FL23028
By: DCS
Date: 45,238

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	SUBTOTAL	REMARKS
General							
1	Mobilization (3%)	1	LS	2,200,000	2,200,000		
2	Clearing Site	199	AC	5,000	996,850		
3	Soil Erosion and Sediment Control	199	AC	1,000	199,370		
						\$3,396,220	
Water Distribution Facilities							
4	8" Dia. C-900 PVC Water Main	9,682	LF	50	484,100		
5	10" Dia. C-900 PVC Water Main	418	LF	75	31,350		
6	12" Dia. C-900 PVC Water Main	1,558	LF	100	155,800		
7	8"x8"x8" DI Tee	21	EA	830	17,430		
8	10"x10"x8" DI Tee	3	EA	1,280	3,840		
9	12"x12"x8" DI Tee	5	EA	1,388	6,940		
10	12"x12"x10" DI Tee	1	EA	1,746	1,746		
11	12"x12"x12" DI Tee	0	EA	1,828	0		
12	8" 11.25 Degree CL 52 DI Bend Fitting	12	EA	404	4,848		
13	8" 22.5 Degree CL 52 DI Bend Fitting	24	EA	444	10,656		
14	8" 45 Degree CL 52 DI Bend Fitting	17	EA	452	7,684		
15	10" 11.25 Degree CL 52 DI Bend Fitting	2	EA	660	1,320		
16	10" 22.5 Degree CL 52 DI Bend Fitting	2	EA	632	1,264		
17	12" 11.25 Degree CL 52 DI Bend Fitting	0	EA	910	0		
18	12" 22.50 Degree CL 52 DI Bend Fitting	0	EA	960	0		
19	12"x10" DI Reducer	1	EA	860	860		
20	10"x8" DI Reducer	1	EA	524	524		
21	12"x8" DI Reducer	0	EA	804	0		
22	8" DI Cap	1	EA	402	402		
23	8" MJ Gate Valve	50	EA	4,100	205,000		
24	Residential Service Connection 1.5" Copper Type K	293	EA	5,000	1,465,000		
25	Commercial Service Connection 2" Copper Type K	4	EA	7,500	30,000		
26	Commercial Fire Suppression Water Service, 4" CL 52 DIP	4	EA	10,000	40,000		
27	Hydrant Assembly	17	UN	10,000	170,000		
28	Blow-off Assembly	8	UN	4,500	36,000		
29	Air-release Assembly	4	UN	7,500	30,000		
30	Wet Tap	293	LS	12,000	3,516,000		
31	8" CL 52 DIP	0	LF	100	0		
32	10" CL DIP	0	UN	120	0		
33	10" MJ Gate Valve	5	UN	6,200	31,000		
34	12" MJ Gate Valve	10	UN	9,400	94,000		
35	Well House	2	LS	175,000	350,000		
36	Storage Tank	1	LS	750,000	750,000		
						\$7,445,764	
Sanitary Sewerage Facilities							
37	Residential Service Connection 4" PVC	4,420	LF	25	110,500		
38	Commercial Service Connection, 6" PVC	425	LF	30	12,750		
39	Residential Cleanout	244	EA	500	122,000		
40	Commercial Cleanout	7	EA	750	5,250		
41	Gravity Sewers, 8" PVC	13,641	LF	45	613,845		
42	Gravity Sewer 10" PVC	1,042	LF	60	62,520		
43	Sanitary Lift Station	0	LS	150,000	0		
44	Forcemain, 4" PVC	1,827	LF	40	73,080		

45	Forcemain, 6" PVC	2,409	LF	50	120,450		
46	Forcemain, 8" PVC	1,326	LF	60	79,560		
47	Forcemain, 10" PVC	2,675	LF	80	214,000		
48	Sanitary Manhole 4-Ft Dia.	47	EA	4,000	188,000		
49	Sanitary Manhole 5-Ft Dia.	26	EA	6,000	156,000		
50	Sanitary Discharge MH 4-Ft Dia.	2	EA	7,500	15,000		
51	5-Ft Dia. By-pass Connection MH	0	LS	2,500	0		
52	Sanitary Pumping Station	2	LS	150,000	300,000		
53	Wastewater Treatment Plant Phase 1	1	LS	2,500,000	2,500,000		
							\$4,572,955
	Stormwater Management Facilities						
54	12" ADS HP Storm Pipe	1,772	LF	35	62,020		
55	15" ADS HP Storm Pipe	1,364	LF	45	61,380		
56	18" ADS HP Storm Pipe	5,807	LF	55	319,385		
57	24" ADS HP Storm Pipe	111	LF	75	8,325		
58	36" ADS HP Storm Pipe	316	LF	105	33,180		
59	Inlet Type B	0	UN	3,000	0		
60	Inlet Type E	76	UN	3,500	266,000		
61	4-Ft Storm MH	0	UN	5,000	0		
62	5-Ft Storm MH	9	UN	8,000	72,000		
63	ADS Nylaplast Drain Basin	24	EA	1,200	28,800		
							\$851,090
	Roadway Construction						
64	Pavement Area Heavy (Trucks)	72,134	SY	85	6,131,390		
65	Concrete Curb, 6" Face	42,892	LF	30	1,286,760		
66	Concrete Sidewalks, 4" Thick	11,741	SY	75	880,575		
							\$8,298,725
	Communication						
67	Fiber Optic	0	LF	200	0		
68	Comm MH	0	EA	5,000	0		
							\$0
	Electric - Site Lighting						
69	Underground Elect Conduit Diuct Bank with Wires	0	LF	200	0		
70	Transformers	0	EA	20,000	0		
71	Street Light Light Poles	134	EA	10,000	1,340,000		
72	Bollard Lights	140	EA	1,500	210,000		
73	Lamps units	141	EA	500	70,500		
							\$1,620,500

TOTAL COST PHASE 1 = 26,185,254 26,185,254

Note: Prices do not include a contingency.



LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST

LAKEFRONT DEVELOPMENT AT
GLADES COUNTY
PHASE 2

Project No. FL23028
By: DCS
Date: 8-Nov-2023

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	SUBTOTAL	REMARKS
General							
1	Mobilization (3 %)	1.00	LS	500,000	500,000		
2	Clearing Site	113.31	AC	5,000	566,550		
3	Soil Erosion and Sediment Control	113.31	AC	1,000	113,310		
						\$1,179,860	
Water Distribution Facilities							
4	8" Dia. C-900 PVC Water Main	15,342	LF	50	767,100		
5	10" Dia. C-900 PVC Water Main	1,413	LF	75	105,975		
6	12" Dia. C-900 PVC Water Main	0	LF	100	0		
7	8"x8"x8" DI Tee	25	EA	830	20,750		
8	10"x10"x8" DI Tee	4	EA	1,280	5,120		
9	12"x12"x8" DI Tee	0	EA	1,388	0		
10	12"x12"x10" DI Tee	0	EA	1,746	0		
11	12"x12"x12" DI Tee	0	EA	1,828	0		
12	8" 11.25 Degree CL 52 DI Bend Fitting	9	EA	404	3,636		
13	8" 22.5 Degree CL 52 DI Bend Fitting	5	EA	444	2,220		
14	8" 45 Degree CL 52 DI Bend Fitting	14	EA	452	6,328		
15	10" 11.25 Degree CL 52 DI Bend Fitting	0	EA	660	0		
16	10" 22.5 Degree CL 52 DI Bend Fitting	0	EA	632	0		
17	12" 11.25 Degree CL 52 DI Bend Fitting	0	EA	910	0		
18	12" 22.50 Degree CL 52 DI Bend Fitting	0	EA	960	0		
19	12"x10" DI Reducer	0	EA	860	0		
20	10"x8" DI Reducer	0	EA	524	0		
21	12"x8" DI Reducer	0	EA	804	0		
22	8" DI Cap	0	EA	402	0		
23	8" MJ Gate Valve	55	EA	4,100	225,500		
24	Residential Service Connection 1.5" Copper Type K	278	EA	5,000	1,390,000		
25	Commercial Service Connection 2" Copper Type K	3	EA	7,500	22,500		
26	Commercial Fire Suppression Water Service, 4" CL 52 DIP	0	EA	10,000	0		
27	Hydrant Assembly	12	UN	10,000	120,000		
28	Blow-off Assembly	8	UN	4,500	36,000		
29	Air-release Assembly	4	UN	7,500	30,000		
30	Wet Tap	278	LS	12,000	3,336,000		
31	8" CL 52 DIP	0	LF	100	0		
32	10" CL DIP	0	UN	120	0		
33	10" MJ Gate Valve	2	UN	6,200	12,400		
34	12" MJ Gate Valve	2	UN	9,400	18,800		
35	Well House	0	LS	175,000	0		
36	Storage Tank	0	LS	750,000	0		
						\$6,102,329	
Sanitary Sewerage Facilities							
37	Residential Service Connection 4" PVC	4,420	LF	25	110,500		
38	Commercial Service Connection, 6" PVC	200	LF	30	6,000		
39	Residential Cleanout	264	EA	500	132,000		
40	Commercial Cleanout	9	EA	750	6,750		
41	Gravity Sewers, 8" PVC	7,066	LF	45	317,970		
42	Gravity Sewer 10" PVC	0	LF	60	0		
43	Sanitary Lift Station	0	LS	150,000	0		
44	Forcemain, 4" PVC	525	LF	40	21,000		

45	Forcemain, 6" PVC	2,320	LF	50	116,000		
46	Forcemain, 8" PVC	597	LF	60	35,820		
47	Forcemain, 10" PVC	0	LF	80	0		
48	Sanitary Manhole 4-Ft Dia.	47	EA	4,000	188,000		
49	Sanitary Manhole 5-Ft Dia.	21	EA	6,000	126,000		
50	Sanitary Discharge MH 4-Ft Dia.	3	EA	7,500	22,500		
51	5-Ft Dia. By-pass Connection MH	0	LS	150,000	0		
52	Sanitary Pumping Station	3	LS	150,000	450,000		
53	Wastewater Treatment Plant Phase 2	1	LS	1,000,000	1,000,000		
							\$2,532,540
	Stormwater Management Facilities						
54	12" ADS HP Storm Pipe	1,110	LF	35	38,850		
55	15" ADS HP Storm Pipe	1,135	LF	45	51,075		
56	18" ADS HP Storm Pipe	3,497	LF	55	192,335		
57	24" ADS HP Storm Pipe	1,001	LF	75	75,075		
58	36" ADS HP Storm Pipe	882	LF	105	92,610		
59	Inlet Type B	0	UN	3,000	0		
60	Inlet Type E	79	UN	3,500	276,500		
61	4-Ft Storm MH	0	UN	5,000	0		
62	5-Ft Storm MH	7	UN	8,000	56,000		
63	ADS Nylaplast Drain Basin	1	EA	1,200	1,200		
							\$783,645
	Roadway Construction						
64	Pavement Area Heavy (Trucks)	60,530	SY	85	5,145,050		
65	Concrete Curb, 6" Face	36,874	LF	30	1,106,220		
66	Concrete Sidewalks, 4" Thick	9,333	SY	75	699,975		
							\$6,951,245
	Communication						
67	Fiber Optic		LF	200	0		
68	Comm MH		EA	5,000	0		
							\$0
	Electric - Site Lighting						
69	Underground Elect Conduit Duct Bank with Wires	0	LF	200	0		
70	Transformers	0	EA	20,000	0		
71	Street Light Light Poles	0	EA	10,000	0		
72	Bollard Lights	0	EA	1,500	0		
73	Lamps units	0	EA	500	0		
							\$0

TOTAL COST PHASE 2 = \$17,549,619 \$17,549,619

Note: Prices do not include a contingency.



LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST

LAKEFRONT DEVELOPMENT AT
GLADES COUNTY
PHASE 3

Project No. FL23028
By: DCS
Date: 45238.00

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	SUBTOTAL	REMARKS
General							
1	Mobilization (3 %)	1.00	LS	390,000	390000.00		
2	Clearing Site	106.47	AC	5,000	532350.00		
3	Soil Erosion and Sediment Control	106.47	AC	1,000	106470.00		
						\$1,028,820	
Water Distribution Facilities							
4	8" Dia. C-900 PVC Water Main	9,432	LF	50	471600.00		
5	10" Dia. C-900 PVC Water Main	3	LF	75	261.00		
6	12" Dia. C-900 PVC Water Main	2,162	LF	100	216200.00		
7	8"x8"x8" DI Tee	3	EA	830	2490.00		
8	10"x10"x8" DI Tee	1	EA	1,280	1280.00		
9	12"x12"x8" DI Tee	1	EA	1,388	1388.00		
10	12"x12"x10" DI Tee	0	EA	1,746	0.00		
11	12"x12"x12" DI Tee	1	EA	1,828	1828.00		
12	8" 11.25 Degree CL 52 DI Bend Fitting	5	EA	404	2020.00		
13	8" 22.5 Degree CL 52 DI Bend Fitting	6	EA	444	2664.00		
14	8" 45 Degree CL 52 DI Bend Fitting	45	EA	452	20340.00		
15	10" 11.25 Degree CL 52 DI Bend Fitting	0	EA	660	0.00		
16	10" 22.5 Degree CL 52 DI Bend Fitting	0	EA	632	0.00		
17	12" 11.25 Degree CL 52 DI Bend Fitting	1	EA	910	910.00		
18	12" 22.50 Degree CL 52 DI Bend Fitting	1	EA	960	960.00		
19	12"x10" DI Reducer	1	EA	860	860.00		
20	10"x8" DI Reducer		EA	524	0.00		
21	12"x8" DI Reducer	2	EA	804	1608.00		
22	8" DI Cap	2	EA	402	804.00		
23	8" MJ Gate Valve	23	EA	4,100	94300.00		
24	Residential Service Connection 1.5" Copper Type K	240	EA	5,000	1200000.00		
25	Commercial Service Connection 2" Copper Type K	1	EA	7,500	7500.00		
26	Commercial Fire Suppression Water Service, 4" CL 52 DIP	0	EA	10,000	0.00		
27	Hydrant Assembly	12	UN	10,000	120000.00		
28	Blow-off Assembly	8	UN	4,500	36000.00		
29	Air-release Assembly	4	UN	7,500	30000.00		
30	Wet Tap	240	LS	12,000	2880000.00		
31	8" CL 52 DIP	0	LF	100	0.00		
32	10" CL DIP	0	UN	120	0.00		
33	10" MJ Gate Valve	0	UN	6,200	0.00		
34	12" MJ Gate Valve	4	UN	9,400	37600.00		
35	Well House	0	LS	175,000	0.00		
36	Storage Tank	0	LS	750,000	0.00		
						\$5,130,613	
Sanitary Sewerage Facilities							
37	Residential Service Connection 4" PVC	4,440	LF	25	111000.00		
38	Commercial Service Connection, 6" PVC	40	LF	30	1200.00		
39	Residential Cleanout	252	EA	500	126000.00		
40	Commercial Cleanout	2	EA	750	1500.00		
41	Gravity Sewers, 8" PVC	12,250	LF	45	551250.00		
42	Gravity Sewer 10" PVC	134	LF	60	8040.00		
43	Sanitary Lift Station	0	LS	150,000	0.00		
44	Forcemain, 4" PVC	1,170	LF	40	46800.00		
45	Forcemain, 6" PVC	0	LF	50	0.00		
46	Forcemain, 8" PVC	0	LF	60	0.00		
47	Forcemain, 10" PVC	0	LF	80	0.00		
48	Sanitary Manhole 4-Ft Dia.	31	EA	4,000	124000.00		
49	Sanitary Manhole 5-Ft Dia.	13	EA	6,000	78000.00		

50	Sanitary Discharge MH 4-Ft Dia.	1	EA	7,500	7500.00		
51	5-Ft Dia. By-pass Connection MH	0	LS	2,500	0.00		
52	Sanitary Pumping Station	1	LS	150,000	150000.00		
53	Wastewater Treatment Plant Phase 3	1	LS	1,000,000	1000000.00		
							\$2,205,290
	Stormwater Management Facilities						
54	12" ADS HP Storm Pipe	0	LF	35	0.00		
55	15" ADS HP Storm Pipe	0	LF	45	0.00		
56	18" ADS HP Storm Pipe	2,443	LF	55	134365.00		
57	24" ADS HP Storm Pipe	0	LF	75	0.00		
58	36" ADS HP Storm Pipe	331	LF	105	34755.00		
59	Inlet Type B	0	UN	3,000	0.00		
60	Inlet Type E	23	UN	3,500	80500.00		
61	4-Ft Storm MH	0	UN	5,000	0.00		
62	5-Ft Storm MH	4	UN	8,000	32000.00		
63	ADS Nylaplast Drain Basin	0	EA	1,200	0.00		
							\$281,620
	Roadway Construction						
64	Pavement Area Heavy (Trucks)	43,049	SY	85	3659165.00		
65	Concrete Curb, 6" Face	27,106	LF	30	813180.00		
66	Concrete Sidewalks, 4" Thick	7,461	SY	75	559575.00		
							\$5,031,920
	Communication						
67	Fiber Optic	0	LF	200	0.00		
68	Comm MH	0	EA	5,000	0.00		
	Electric - Site Lighting						
69	Underground Elect Conduit Diuct Bank with Wires	0	LF	200	0.00		
70	Transformers	0	EA	20,000	0.00		
71	Street Light Light Poles	0	EA	10,000	0.00		
72	Boillard Lights	0	EA	1,500	0.00		
73	Lamps units	0	EA	500	0.00		
							\$0

TOTAL COST PHASE 3 = 13678263.00 \$13,678,263

Note: Prices do not include a contingency.



LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST

LAKEFRONT DEVELOPMENT AT
GLADES COUNTY
PHASE 4

Project No. FL23028
By: DCS
Date: 8-Nov-2023

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	SUBTOTAL	REMARKS
General							
1	Mobilization (5 %)	1.00	LS	615,000	615,000		
2	Clearing Site	106.22	AC	5,000	531,100		
3	Soil Erosion and Sediment Control	106.22	AC	1,000	106,220		
						\$1,252,320	
Water Distribution Facilities							
4	8" Dia. C-900 PVC Water Main	12,315	LF	50	615,750		
5	10" Dia. C-900 PVC Water Main	0	LF	75	0		
6	12" Dia. C-900 PVC Water Main	0	LF	100	0		
7	8"x8"x8" DI Tee	5	EA	830	4,150		
8	10"x10"x8" DI Tee	0	EA	1,280	0		
9	12"x12"x8" DI Tee	0	EA	1,388	0		
10	12"x12"x10" DI Tee	0	EA	1,746	0		
11	12"x12"x12" DI Tee	0	EA	1,828	0		
12	8" 11.25 Degree CL 52 DI Bend Fitting	7	EA	404	2,828		
13	8" 22.5 Degree CL 52 DI Bend Fitting	6	EA	444	2,664		
14	8" 45 Degree CL 52 DI Bend Fitting	13	EA	452	5,876		
15	10" 11.25 Degree CL 52 DI Bend Fitting	0	EA	660	0		
16	10" 22.5 Degree CL 52 DI Bend Fitting	0	EA	632	0		
17	12" 11.25 Degree CL 52 DI Bend Fitting	0	EA	910	0		
18	12" 22.50 Degree CL 52 DI Bend Fitting	0	EA	960	0		
19	12"x10" DI Reducer	0	EA	860	0		
20	10"x8" DI Reducer	0	EA	524	0		
21	12"x8" DI Reducer	0	EA	804	0		
22	8" DI Cap	0	EA	402	0		
23	8" MJ Gate Valve	23	EA	4,100	94,300		
24	Residential Service Connection 1.5" Copper Type K	290	EA	5,000	1,450,000		
25	Commercial Service Connection 2" Copper Type K	1	EA	7,500	7,500		
26	Commercial Fire Suppression Water Service, 4" CL 52 DIP	0	EA	10,000	0		
27	Hydrant Assembly	20	UN	10,000	200,000		
28	Blow-off Assembly	8	UN	4,500	36,000		
29	Air-release Assembly	4	UN	7,500	30,000		
30	Wet Tap	290	LS	12,000	3,480,000		
31	8" CL 52 DIP	0	LF	100	0		
32	10" CL DIP	0	UN	120	0		
33	10" MJ Gate Valve	0	UN	6,200	0		
34	12" MJ Gate Valve	0	UN	9,400	0		
35	Well House	0	LS	175,000	0		
36	Storage Tank	0	LS	750,000	0		
						\$5,929,068	
Sanitary Sewerage Facilities							
37	Residential Service Connection 4" PVC	4,850	LF	25	121,250		
38	Commercial Service Connection, 6" PVC	120	LF	30	3,600		
39	Residential Cleanout	263	EA	500	131,500		
40	Commercial Cleanout	3	EA	750	2,250		
41	Gravity Sewers, 8" PVC	14,534	LF	45	654,030		
42	Gravity Sewer 10" PVC	164	LF	60	9,840		
43	Sanitary Lift Station	0	LS	150,000	0		
44	Forcemain, 4" PVC	2,576	LF	40	103,040		

45	Forcemain, 6" PVC	0	LF	50	0		
46	Forcemain, 8" PVC	0	LF	60	0		
47	Forcemain, 10" PVC	0	LF	80	0		
48	Sanitary Manhole 4-Ft Dia.	42	EA	4,000	168,000		
49	Sanitary Manhole 5-Ft Dia.	9	EA	6,000	54,000		
50	Sanitary Discharge MH 4-Ft Dia.	1	EA	7,500	7,500		
51	5-Ft Dia. By-pass Connection MH	0	LS	2,500	0		
52	Sanitary Pumping Station	1	LS	150,000	150,000		
53	Wastewater Treatment Plant Phase 4	1	LS	1,500,000	1,500,000		
							\$2,905,010
	Stormwater Management Facilities						
54	12" ADS HP Storm Pipe	368	LF	35	12,880		
55	15" ADS HP Storm Pipe	314	LF	45	14,130		
56	18" ADS HP Storm Pipe	2,813	LF	55	154,715		
57	24" ADS HP Storm Pipe	225	LF	75	16,875		
58	36" ADS HP Storm Pipe	0	LF	105	0		
59	Inlet Type B	0	UN	3,000	0		
60	Inlet Type E	31	UN	3,500	108,500		
61	4-Ft Storm MH	0	UN	5,000	0		
62	5-Ft Storm MH	7	UN	8,000	56,000		
63	ADS Nylaplast Drain Basin	0	EA	1,200	0		
							\$363,100
	Roadway Construction						
64	Pavement Area Heavy (Trucks)	41,569	SY	85	3,533,365		
65	Concrete Curb, 6" Face	26,243	LF	30	787,290		
66	Concrete Sidewalks, 4" Thick	76,366	SY	75	5,727,450		
							\$10,048,105
	Communication						
67	Fiber Optic	0	LF	200	0		
68	Comm MH	0	EA	5,000	0		
							\$0
	Electric - Site Lighting						
69	Underground Elect Conduit Diuct Bank with Wires	0	LF	200	0		
70	Transformers	0	EA	20,000	0		
71	Street Light Light Poles	0	EA	10,000	0		
72	Bollard Lights	0	EA	1,500	0		
73	Lamps units	0	EA	500	0		
							\$0

TOTAL COST PHASE 4 = 20,497,603.00 \$20,497,603

Note: Prices do not include a contingency.



LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

ENGI

LAKEFRONT DEVELOPMENT AT
GLADES COUNTY
TORAL ALL PHASES

Project No. FL23028
By: DCS
Date: 45,238

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	SUBTOTAL	REMARKS
General							
1	Mobilization (5 %)	1.00	LS	3,705,000.00	3,705,000		
2	Clearing Site	525.37	AC	5,000.00	2,626,850		
3	Soil Erosion and Sediment Control	525.37	AC	1,000.00	525,370		
						\$6,857,220	
Water Distribution Facilities							
4	8" Dia. C-900 PVC Water Main	46,771	LF	50	2,338,550		
5	10" Dia. C-900 PVC Water Main	1,834	LF	75	137,586		
6	12" Dia. C-900 PVC Water Main	3,720	LF	100	372,000		
7	8"x8"x8" DI Tee	54	EA	830	44,820		
8	10"x10"x8" DI Tee	8	EA	1,280	10,240		
9	12"x12"x8" DI Tee	6	EA	1,388	8,328		
10	12"x12"x10" DI Tee	1	EA	1,746	1,746		
11	12"x12"x12" DI Tee	1	EA	1,828	1,828		
12	8" 11.25 Degree CL 52 DI Bend Fitting	33	EA	404	13,332		
13	8" 22.5 Degree CL 52 DI Bend Fitting	41	EA	444	18,204		
14	8" 45 Degree CL 52 DI Bend Fitting	89	EA	452	40,228		
15	10" 11.25 Degree CL 52 DI Bend Fitting	2	EA	660	1,320		
16	10" 22.5 Degree CL 52 DI Bend Fitting	2	EA	632	1,264		
17	12" 11.25 Degree CL 52 DI Bend Fitting	1	EA	910	910		
18	12" 22.50 Degree CL 52 DI Bend Fitting	1	EA	960	960		
19	12"x10" DI Reducer	2	EA	860	1,720		
20	10"x8" DI Reducer	1	EA	524	524		
21	12"x8" DI Reducer	2	EA	804	1,608		
22	8" DI Cap	3	EA	402	1,206		
23	8" MJ Gate Valve	151	EA	4,100	619,100		
24	Residential Service Connection 1.5" Copper Type K	1,101	EA	5,000	5,505,000		
25	Commercial Service Connection 2" Copper Type K	9	EA	7,500	67,500		
26	Commercial Fire Suppression Water Service, 4" CL 52 DIP	4	EA	10,000	40,000		
27	Hydrant Assembly	61	UN	10,000	610,000		
28	Blow-off Assembly	32	UN	4,500	144,000		
29	Air-release Assembly	16	UN	7,500	120,000		
30	Wet Tap	1,101	LS	12,000	13,212,000		
31	8" CL 52 DIP	0	LF	100	0		
32	10" CL DIP	0	UN	120	0		
33	10" MJ Gate Valve	7	UN	6,200	43,400		
34	12" MJ Gate Valve	16	UN	9,400	150,400		
35	Well House	2	LS	175,000	350,000		
36	Storage Tank	1	LS	750,000	750,000		
						\$24,607,774	
Sanitary Sewerage Facilities							
37	Residential Service Connection 4" PVC	18,130	LF	25	453,250		
38	Commercial Service Connection, 6" PVC	785	LF	30	23,550		
39	Residential Cleanout	1,023	EA	500	511,500		
40	Commercial Cleanout	21	EA	750	15,750		
41	Gravity Sewers, 8" PVC	47,491	LF	45	2,137,095		
42	Gravity Sewer 10" PVC	1,340	LF	60	80,400		
43	Sanitary Lift Station	0	LS	150,000	0		
44	Forcemain, 4" PVC	6,098	LF	40	243,920		
45	Forcemain, 6" PVC	4,729	LF	50	236,450		
46	Forcemain, 8" PVC	1,923	LF	60	115,380		
47	Forcemain, 10" PVC	2,675	LF	80	214,000		
48	Sanitary Manhole 4-Ft Dia.	167	EA	4,000	668,000		
49	Sanitary Manhole 5-Ft Dia.	69	EA	6,000	414,000		

50	Sanitary Discharge MH 4-Ft Dia.	7	EA	7,500	52,500		
51	5-Ft Dia. By-pass Connection MH	0	LS	2,500	0		
52	Sannitary Pumping Station	7	LS	150,000	1,050,000		
53	Wastewater Treatment Plant	1	LS	6,000,000	6,000,000		
							\$12,215,795
	Stormwater Management Facilities						
54	12" ADS HP Storm Pipe	3,250	LF	35	113,750		
55	15" ADS HP Storm Pipe	2,813	LF	45	126,585		
56	18" ADS HP Storm Pipe	14,560	LF	55	800,800		
57	24" ADS HP Storm Pipe	1,337	LF	75	100,275		
58	36" ADS HP Storm Pipe	1,529	LF	105	160,545		
59	Inlet Type B	0	UN	3,000	0		
60	Inlet Type E	209	UN	3,500	731,500		
61	4-Ft Storm MH	0	UN	5,000	0		
62	5-Ft Storm MH	27	UN	8,000	216,000		
63	ADS Nylaplast Drain Basin	25	EA	1,200	30,000		
							\$2,279,455
	Roadway Construction						
64	Pavement Area Heavy (Trucks)	217,282	SY	85	18,468,970		
65	Concrete Curb, 6" Face	133,115	LF	30	3,993,450		
66	Concrete Sidewalks, 4" Thick	104,901	SY	75	7,867,575		
							\$30,329,995
	Communication (NIC)						
67	Fiber Optic	0	LF	200	0		
68	Comm MH	0	EA	5,000	0		
							\$0
	Electric - Site Lighting						
69	Underground Elect Conduit Diuct Bank with Wires	0	LF	200	0		
70	Transformers	0	EA	20,000	0		
71	Street Light Light Poles	134	EA	10,000	1,340,000		
72	Boillard Lights	140	EA	1,500	210,000		
73	Lamps units	141	EA	500	70,500		
							\$1,620,500

TOTAL COST ALL PHASES = \$77,910,739 \$77,910,739

Note: Prices include no contingency.



PRELIMINARY MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT

**PREPARED FOR THE
LAKEFRONT ESTATES COMMUNITY DEVELOPMENT
DISTRICT
BOARD OF SUPERVISORS**

December 20, 2023

SPECIAL DISTRICT SERVICES, INC

2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

1.0 INTRODUCTION

The Lakefront Estates Community Development District (the “District”) is a local unit of special purpose government located in unincorporated Glades County, Florida (the “County”). The District was established on April 18, 2023, by Ordinance No.2023-7 enacted by the Board of County Commissioners of Glades County to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development, as defined below. The Lakefront Estates PUD (the “Development”) is a planned Development containing approximately 525 gross acres and is located in the County. The District is co-terminus with the Development is planned for the following land uses:

Table 1 – Proposed Land Uses for the District

Land Use Category	Unit
SF – 22’	272 Dwelling units
SF – 50’	162 Dwelling units
SF – 60’	144 Dwelling units
SF – 75’	404 Dwelling units
SF – 100’	213 Dwelling units
SF – 120’	105 Dwelling units

This Master Report will provide the allocation of special assessments as it relates to the sale and issuance of Special Assessment Bonds in one or more series (the “Bonds”) for the financing of public infrastructure improvements in the Development located in the District, including, but not limited to, the surface water management and drainage system, the water distribution system, the wastewater collection system, onsite and offsite roadway improvements, wetland mitigation and other related public improvements (collectively, the “Project”)

This Master Report equitably allocates the costs to be incurred by the District to provide the benefits of the Project to the developable lands within the Development as identified herein on **Exhibit A**. The improvements comprising the Project are described below and in the Engineer’s Report December 20, 2023 (the “Engineer’s Report”), as may be revised and prepared by Newlines Land Consultants. (the “District’s Engineer”).

The District intends to issue Bonds in one or more series. Supplemental assessment methodologies will be prepared in accordance which each bond issue which will set forth the specific portion of the project to be funded.

2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The District anticipates issuing Bonds to finance all or portion of the acquisition and/or construction of the Project. The total cost of the Project is estimated to be approximately \$106,910,739. A detail of the Project costs is included herein on **Table A**. The Bonds will be repaid through the levy of non-ad valorem special assessments on all assessable property within the District. The Project has been designed to be functional and confer special benefits to the landowners within the District which special benefits equal or exceed the costs of the project. Any portion of the Project not financed through the issuance of Bonds will be paid for by Okeechobee Community Developers, LLC or its successor or Assigns (the “Developer”).

Construction and/or acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Project are described in the Engineer’s Report.

The construction costs for the Project identified in this Master Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction and/or acquisition of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefited real property within the District. These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible. The capital facilities which will be funded through these special assessments include only facilities which may be undertaken by a community development district under Chapter 190, F.S. This Master Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the expected terms and conditions of the Bonds.

In summary, special assessments may be made only: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by such properties, and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments (both capital special assessments and operation and maintenance special assessments) placed upon various benefited properties within the District must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Project and to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments in the District, two interrelated factors were used:

- A. Allocation of Benefit: Each parcel of land, lot and/or unit within the District benefits from the construction and financing of the proposed improvements.

- B. Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within the District cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

The planned improvements comprising the Project is an integrated system of facilities designed to provide benefits to the assessable property within the District as a whole. The Project is intended to work as a total system which will provide special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) to each unit. Therefore, for the purpose of this Master Report each 50 foot single family residential unit will be assigned one (1) ERU. The other proposed land uses will be assigned as follows in **Table 2**. The Commercial/Workplace Parcels receive benefits on a square footage basis.

Table 2 – Equivalent Residential Unit (ERU)

<u>Product Type</u>	<u># of Units</u>	<u>ERU</u>
SF - 22'	272	0.44
SF - 50'	162	1.00
SF - 60'	144	1.20
SF - 75'	404	1.50
SF - 100'	213	2.00
SF - 120'	105	2.40
Total Units	1,300	1,738.48

Given the District’s approved land use plan and the type of infrastructure to be funded by the proposed special assessments, this method results in a fair allocation of benefits and an equitable allocation of costs for the Project. The special benefit received and applied to each parcel and/or residential dwelling unit/lot as a result of the construction of public infrastructure improvements will exceed the cost of such units allocated to each parcel and/or unit/lot. However, if the future platting results in changes in land use or proportion of benefit per acre and/or unit type, this allocation methodology may not be applicable and it may be necessary for the District to revise the allocation methodology.

The special assessments will be initially be allocated on undeveloped property on an equal assessment per acre basis as shown in Table E. Upon 1) platting or site plan approval, 2) the sale of unplatted property to an unaffiliated third party purchaser with land development rights transferred, or 3) upon issuance of a certificate(s) of occupancy to a developed residential/commercial unit, the special assessments shall be allocated to such parcel(s) on a per-unit/square footage basis in accordance with Table D. The determination as to when such special assessments shall be assigned to parcels on a per-unit/square footage basis in accordance with the above shall be as determined by the Board of Supervisors of the District, in its sole and absolute discretion. Any unassigned amount of the special assessments encumbering the remaining unplatted parcels will continue to be calculated and levied on an equal assessment per acre basis.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments relating to the Project will be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; F.S. or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, F.S. or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 2% collection fee of the County Tax Collector, a 2% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and operation and maintenance assessment amounts by 0.92.

6.0 FINANCING STRUCTURE

The estimated cost of the Project is approximately \$106,910,738. The construction program and the costs associated therewith are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project is to be financed by the Bonds and when issued which will be payable from and secured by special assessments levied annually on all assessable properties in the District. The total aggregate principal amount of the Bonds that may be issued by the District for the Project is approximately \$132,000,000. The proceeds of the Bonds will provide approximately \$106,910,738 for construction related costs. The sizing of the Bonds includes a debt service reserve fund, capitalized interest and issuance costs as shown on **Table B**. Please note the above referenced Bond sizing is a maximum amount used for this Master Report and the Developer may request the District to issue a lesser amount of Bonds that are less than those presented. The Bond debt allocations are shown on **Table D**.

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM

Allocation of costs and benefits, shown herein on **Table C**, for the Project financed by the District is initially based on the estimated number of dwelling units projected to be developed and benefited by the infrastructure improvements comprising the Project. Based on a Bond size of \$132,000,000, at an assumed interest rate of 7.50%, the maximum annual debt service for the Bonds as shown herein on **Table E**, will be approximately \$11,176,603 which has not been grossed up to include the 2% County Tax Collector fee, 2% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each residential lot is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Table F**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining assessable dwelling lots/units. The District shall, at the time a plat or re-plat is submitted to the City:

- A. Assume that the total number of assessable residential units being utilized as a basis for this assessment methodology is as described below, **Table 2** (“Total Assessable Lots/Units”).

Table 2 – Total Assessable Lots/Units for the District

Land Use Category	Unit
SF – 22’	272 Dwelling units
SF – 50’	162 Dwelling units

SF – 60’	144 Dwelling units
SF – 75’	404 Dwelling units
SF – 100’	213 Dwelling units
SF – 120’	105 Dwelling units

- B. Ascertain the number of assessable residential dwelling lots/units in the proposed plat or re-plat and all prior plats (“Planned Assessable Lots/Units”).
- C. Ascertain the current amount of potential remaining assessable dwelling lots/units (“Remaining Assessable Lots/Units”).

If the Planned Assessable Lots/Units are equal to the Total Assessable Lots/Units no action would be required at that time. However, if the sum of the Planned Assessable Lots/Units and the Remaining Assessable Lots/Units are less than an estimated number reflected in **Table 2**, the Developer will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds plus accrued interest such that the amount of non-ad valorem assessments allocated to each Planned Assessable Lot does not exceed the amount of debt service that would have been allocated thereto had the total number of Planned Assessable Lots/Units and Remaining Assessable Lots/Units not changed from what is represented in **Table 2**. Conversely, if the Planned Assessable Lots/Units and Remaining Assessable Lots/Units of the residential lots/units is greater than the Total Assessable Lots/Units, then, there will be a pro-rata decrease in the annual non-ad valorem assessments to all of the benefited properties.

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of a true-up agreement to be entered into between the District and the Developer. It is the responsibility of the landowner of record to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

In the event that additional land is annexed into the District which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for the District will include the land uses in **Table 2**.

9.0 ADDITIONAL STIPULATIONS

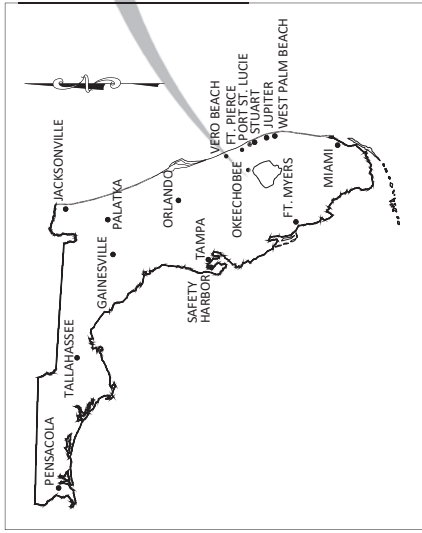
Certain financing, development, and engineering data was provided by members of District staff, Consultants and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations

regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Lakefront Estates Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Lakefront Estates Community Development District with financial advisory services or offer investment advice in any form.

EXHIBIT A

VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

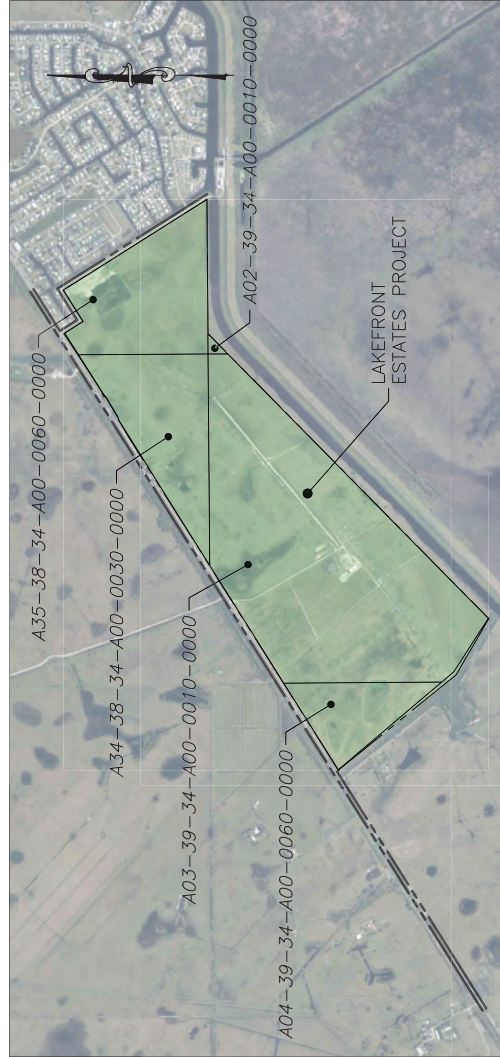


IMAGERY FROM GOOGLE EARTH
DATE: 2017

LEGEND:

- DEVELOPMENT AREA
- PROJECT LOT BOUNDARY
- CENTER LINE OF STATE ROAD 78
- RIGHT OF WAY
- EXISTING PARCELS BOUNDARY

PARCELS ID MAP
N.T.S.



IMAGERY FROM LABINS: <https://www.labins.org/>
DATE: 2018

FIGURE 1
LOCATION MAP

LAKEFRONT ESTATES



STEVEN L. DOBBS, P.E.

TABLE A

PROJECT COST ESTIMATES

LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT

	TOTAL
LAND ACQUISITION	\$ 5,500,000
MITIGATION	\$ 2,000,000
EARTHWORK	\$ 15,000,000
ENTRANCE FEATURES	\$ 500,000
GENERAL	\$ 6,857,220
WATER SUPPLY FACILITIES	\$ 24,607,774
SEWER FACILITIES	\$ 12,215,795
STORMWATER FACILITIES	\$ 2,279,455
ROADWAY CONSTRUCTION	\$ 30,329,995
LIGHTING	\$ 1,620,500
LANDSCAPING	\$ 4,000,000
OPERATION AND MAINTENANCE	\$ 2,000,000
TOTAL	\$ 106,910,739

TABLE B

BOND SIZING

LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT

	BOND SIZING
Par Amount*	\$ 132,000,000 *
Debt Service Reserve Fund (DSRF)	\$ (11,176,603)
Capitalized Interest	\$ (9,900,000)
Issuance Costs	\$ (4,012,659)
Construction Funds	\$ 106,910,738
Bond Interest Rate	7.50%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
22'	272	0.44	119.68	\$ 7,359,922	\$ 27,059
50'	162	1.00	162.00	\$ 9,962,461	\$ 61,497
60'	144	1.20	172.80	\$ 10,626,625	\$ 73,796
75'	404	1.50	606.00	\$ 37,266,985	\$ 92,245
100'	213	2.00	426.00	\$ 26,197,583	\$ 122,993
120'	105	2.40	252.00	\$ 15,497,162	\$ 147,592
TOTAL	1,300	N/A	1,738.48	\$ 106,910,739	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	Bond Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit*
22'	272	0.44	119.68	\$ 9,087,111	\$ 33,408
50'	162	1.00	162.00	\$ 12,300,400	\$ 75,928
60'	144	1.20	172.80	\$ 13,120,427	\$ 91,114
75'	404	1.50	606.00	\$ 46,012,609	\$ 113,893
100'	213	2.00	426.00	\$ 32,345,497	\$ 151,857
120'	105	2.40	252.00	\$ 19,133,956	\$ 182,228
TOTAL	1,300	N/A	1,738.48	\$ 132,000,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT

	2024 Series Bond Debt
1 Maximum Annual Debt Service	\$ 11,176,603.12
2 Maximum Annual Debt Service Assessment to be Collected	\$ 12,148,481.65 *
3 Total Number of Gross Acres	525.00
4 Maximum Annual Debt Service per Gross Acre	\$23,139.97
5 Total Number of Residential Units Planned	1,300
6 Maximum Annual Debt Service per Unit Type	See Table F

*Grossed up to include 2% collection fee of the County Tax Collector, 2% service fee of the County Property Appraiser and 4% for early payment of taxes.

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	**Maximum Annual Debt Assessment Per Unit*	**Maximum Annual Debt Assessment Per Unit Type*
22'	272	0.44	119.68	\$ 3,075	\$ 836,323
50'	162	1.00	162.00	\$ 6,988	\$ 1,132,054
60'	144	1.20	172.80	\$ 8,386	\$ 1,207,525
75'	404	1.50	606.00	\$ 10,482	\$ 4,234,722
100'	213	2.00	426.00	\$ 13,976	\$ 2,976,884
120'	105	2.40	252.00	\$ 16,771	\$ 1,760,974
TOTAL	N/A	N/A	1,738.48	N/A	\$ 12,148,482

*Rounded

**Grossed up to include 2% collection fee of the County Tax Collector, 2% service fee of the County Property Appraiser and 4% for early payment of taxes.

Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
TBD	525.00	\$ 23,139.97	\$ 251,428.57	\$ 132,000,000
TOTALS		N/A	N/A	\$ 132,000,000

*Rounded

**Grossed up to include 2% collection fee of the County Tax Collector, 2% service fee of the County Property Appraiser and 4% for early payment of taxes.

RESOLUTION NO. 2023-30

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$132,000,000 AGGREGATE PRINCIPAL AMOUNT OF LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES TO PAY ALL OR A PORTION OF THE COSTS OF THE PLANNING, FINANCING, CONSTRUCTION AND/OR ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, ENTRY FEATURES AND SIGNAGE, ONSITE AND OFFSITE ROADWAY IMPROVEMENTS, STORMWATER MANAGEMENT FACILITIES, WATER AND SEWER FACILITIES, STREETLIGHTING, PARKS AND RECREATION FACILITIES, AND ASSOCIATED PROFESSIONAL FEES AND INCIDENTAL COSTS RELATED THERETO PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; APPOINTING A TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT, GLADES COUNTY, FLORIDA, OR THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE IMPROVEMENTS AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Lakefront Estates Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and created by Ordinance No. 2023-7 enacted by the Board of County Commissioners of Glades County, Florida, which became effective on April 11, 2023;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the planning, financing, construction and/or acquisition of public infrastructure improvements including, but not limited to, entry features and signage, onsite and offsite roadway improvements, stormwater management facilities, water and sewer facilities, streetlighting, parks and recreational facilities, and associated professional fees and incidental

costs related thereto pursuant to the Act (the “Project”), as set forth in **Schedule I** attached hereto;

WHEREAS, the District desires to authorize the issuance, in one or more series, of not to exceed \$132,000,000 aggregate principal amount of its Lakefront Estates Community Development District Special Assessment Bonds (collectively, the “Bonds”), in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the improvements serving District lands;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically the Act, to issue the Bonds;

WHEREAS, the District desires to appoint a trustee for the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by Lakefront Estates Community Development District, as follows:

Section 1. Definitions. Capitalized terms used herein without definitions shall have the meanings assigned thereto in the Indenture described and defined in Section 5 hereof, the form of which is set out as Exhibit A attached hereto, unless the context clearly requires otherwise.

Section 2. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed \$132,000,000 aggregate principal amount of the Bonds (excluding any refunding Bonds issued as provided in the Indenture) in one or more series to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project. Pursuant to Section 190.016(1), Florida Statutes, the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 3. Certain Details of the Bonds. The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, Glades County, Florida (the “County), or the State of Florida (the “State”), or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds, including Special Assessments levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the County or the State, nor of any political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

- (i) be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series to be in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of all series of Bonds (excluding refunding Bonds, as described in the Indenture) issued may not exceed \$132,000,000;
- (ii) be issued in fully registered form in such principal denominations of \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof;
- (iii) be secured and payable from the Pledged Revenues, as provided in the Indenture and any supplement thereto (a “Supplemental Indenture”) and the resolution of the District relating to such series of Bonds;
- (iv) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds;
- (v) be payable in not more than the maximum number of annual installments allowed by law (currently thirty (30) annual installments of principal); and
- (vi) be dated as provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to, as supplemented from time to time, or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture and a Supplemental Indenture.

Prior to the issuance and delivery of any series of Bonds (other than refunding Bonds), the District shall have undertaken and, to the extent then required under applicable law and the Supplemental Indenture for a particular series, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more

specifically required and provided for by the Act and Chapters 170 and 190, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 4. Designation of Attesting Members. The Secretary of the Board of Supervisors (the “Board”) of the District, or in the case of the Secretary’s absence or inability to act, any Assistant Secretary of the Board (each individually a “Designated Member”), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 5. Authorization of Execution and Delivery of Master Trust Indenture. The District does hereby authorize and approve the execution by the Chair, Vice- Chair or any Designated Member and the delivery of a Master Trust Indenture (the “Indenture”) for the Bonds, between the District and the trustee appointed pursuant to Section 7 of this Resolution (the “Trustee”). The Indenture shall provide, among other things, for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form attached hereto as Exhibit A and is hereby approved, with such changes therein as shall be approved by the Chair, Vice- Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Indenture attached hereto.

Section 6. Sale of Bonds. Pursuant to the provisions of Section 190.016(1), Florida Statutes, the Bonds may be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, after such advertisement, if any, as the Board may deem advisable but not in any event at less than ninety percent (90%) of the par value thereof, together with accrued interest thereon, unless otherwise permitted by the Act.

Section 7. Appointment of Trustee. The District does hereby appoint U.S. Bank Trust Company, National Association, as Trustee under the Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

Section 8. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Twentieth Judicial Circuit of the State of Florida, in and for Charlotte, Collier, Glades, Hendry and Lee Counties, Florida, for validation of the Bonds and the proceedings incident thereto to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chair or Vice-Chair or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District’s financial advisor are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 9. Authorization and Ratification of Prior and Subsequent Acts. The members of the Board, the officers of the District, and the agents and employees of the District,

are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this Resolution and the Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series fixing the details of such series of Bonds remaining to be specified or delegating to a Designated Member the authority to fix such details.

Section 11. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

PASSED in Public Session of the Board of Supervisors of Lakefront Estates Community Development District this 20th day of December, 2023.

Attest:

**LAKEFRONT ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary
Board of Supervisors

Chair, Board of Supervisors

SCHEDULE I

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$21,780,968. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 2. Cost Estimate for District Facilities

Facility	Phase 1 (2021-2023)	Phase 2 (2023-2024)	Total Lots (429 lots) Estimated Cost
Earthwork (Excavation, Grading & Erosion Control)	\$869,843	\$355,288	\$1,225,131
Roadway (Asphalt, Base, Subgrade, Curb & Gutter)	\$1,673,576	\$683,573	\$2,357,149
Stormwater System (Pipes & Structures)	\$1,284,517	\$524,662	\$1,809,178
Wastewater System (Pipes, Structures, Lift Station & Forcemain)	\$1,559,384	\$636,931	\$2,196,315
Potable Water Distribution System (Pipes, Fittings, Valves, etc.)	\$749,855	\$306,279	\$1,056,133
Reclaimed Water Distribution System (Pipes, Fittings, Valves, etc.)	\$479,419	\$195,819	\$675,238
Electrical Undergrounding	\$754,375	\$308,125	\$1,062,500
Landscape & Hardscape (Landscaping, Sidewalk & Sod)	\$802,957	\$327,968	\$1,130,925
Amenity (Cabana, Tot Lots, & Recreation Areas)	\$710,000	\$290,000	\$1,000,000.00
Offsite Improvements (Roadway, Sidewalk, Utility & Drainage)	\$5,488,230	\$0	\$5,488,230
Subtotal	\$14,372,155		\$18,000,800
Professional Fees (10%)			\$1,800,080
Subtotal			\$19,800,880
Contingency (10%)			\$1,980,088
Total			\$21,780,968

EXHIBIT A
FORM OF MASTER TRUST INDENTURE

MASTER TRUST INDENTURE

between

**LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

Dated as of [_____] 1, 2024

relating to

**LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS**

TABLE OF CONTENTS

Article I DEFINITIONS

Article II THE BONDS

SECTION 2.01.	<u>Amounts and Terms of Bonds; Details of Bonds</u>	14
SECTION 2.02.	<u>Execution</u>	16
SECTION 2.03.	<u>Authentication; Authenticating Agent</u>	16
SECTION 2.04.	<u>Registration and Registrar</u>	16
SECTION 2.05.	<u>Mutilated, Destroyed, Lost or Stolen Bonds</u>	16
SECTION 2.06.	<u>Temporary Bonds</u>	17
SECTION 2.07.	<u>Cancellation and Destruction of Surrendered Bonds</u>	17
SECTION 2.08.	<u>Registration, Transfer and Exchange</u>	17
SECTION 2.09.	<u>Persons Deemed Owners</u>	18
SECTION 2.10.	<u>Limitation on Incurrence of Certain Indebtedness</u>	18
SECTION 2.11.	<u>Qualification for The Depository Trust Company</u>	18

Article III ISSUE OF BONDS

SECTION 3.01.	<u>Issue of Bonds</u>	20
---------------	-----------------------------	----

Article IV ACQUISITION AND CONSTRUCTION OF PROJECT

SECTION 4.01.	<u>Project to Conform to Plans and Specifications; Changes</u>	23
SECTION 4.02.	<u>Compliance Requirements</u>	23

Article V ACQUISITION AND CONSTRUCTION FUND

SECTION 5.01.	<u>Acquisition and Construction Fund</u>	23
---------------	--	----

Article VI SPECIAL ASSESSMENTS; APPLICATION THEREOF TO FUNDS AND ACCOUNTS

SECTION 6.01.	<u>Special Assessments; Lien of Indenture on Pledged Revenues</u>	25
SECTION 6.02.	<u>Funds and Accounts Relating to the Bonds</u>	26
SECTION 6.03.	<u>Revenue Fund</u>	26
SECTION 6.04.	<u>Debt Service Fund</u>	28
SECTION 6.05.	<u>Debt Service Reserve Fund</u>	29
SECTION 6.06.	<u>Bond Redemption Fund</u>	31
SECTION 6.07.	<u>Drawings on Credit Facility</u>	32
SECTION 6.08.	<u>Procedure When Funds Are Sufficient to Pay All Bonds of a Series</u>	32
SECTION 6.09.	<u>Certain Moneys to Be Held for Series Bondholders Only</u>	33
SECTION 6.10.	<u>Unclaimed Moneys</u>	33
SECTION 6.11.	<u>Rebate Fund</u>	33

Article VII
SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 7.01. Deposits and Security Therefor34
 SECTION 7.02. Investment or Deposit of Funds.....34
 SECTION 7.03. Valuation of Funds.....35
 SECTION 7.04. Brokerage Confirmations.....36

Article VIII
REDEMPTION AND PURCHASE OF BONDS

SECTION 8.01. Redemption Dates and Prices36
 SECTION 8.02. Notice of Redemption and of Purchase38
 SECTION 8.03. Payment of Redemption Price39
 SECTION 8.04. Partial Redemption of Bonds.....39

Article IX
COVENANTS OF THE ISSUER

SECTION 9.01. Power to Issue Bonds and Create Lien40
 SECTION 9.02. Payment of Principal and Interest on Bonds.....40
 SECTION 9.03. Special Assessments; Re-Assessments.....41
 SECTION 9.04. Method of Collection41
 SECTION 9.05. Delinquent Special Assessments.....42
 SECTION 9.06. Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of
Special Assessment Liens42
 SECTION 9.07. Books and Records with Respect to Special Assessments43
 SECTION 9.08. Removal of Special Assessment Liens43
 SECTION 9.09. Deposit of Special Assessments.....44
 SECTION 9.10. Construction to be on District Lands44
 SECTION 9.11. Operation, Use and Maintenance of Project44
 SECTION 9.12. Observance of and Compliance with Valid Requirements.....45
 SECTION 9.13. Payment of Operating or Maintenance Costs by State or Others45
 SECTION 9.14. Public Liability and Property Damage Insurance; Maintenance of
Insurance; Use of Insurance and Condemnation Proceeds.....45
 SECTION 9.15. Collection of Insurance Proceeds.....47
 SECTION 9.16. Use of Revenues for Authorized Purposes Only47
 SECTION 9.17. Books, Records and Annual Reports47
 SECTION 9.18. [Reserved]47
 SECTION 9.19. Employment of Certified Public Accountant.....47
 SECTION 9.20. Establishment of Fiscal Year, Annual Budget.....47
 SECTION 9.21. Employment of Consulting Engineer; Consulting Engineer’s Report.....48
 SECTION 9.22. Audit Reports48
 SECTION 9.23. Covenant Against Sale or Encumbrance; Exceptions.....48
 SECTION 9.24. No Loss of Lien on Pledged Revenue.....49
 SECTION 9.25. Compliance with Other Contracts and Agreements.....49
 SECTION 9.26. Issuance of Additional Obligations.....49
 SECTION 9.27. Extension of Time for Payment of Interest Prohibited49
 SECTION 9.28. Further Assurances.....50

SECTION 9.29.	<u>Use of Bond Proceeds to Comply with Internal Revenue Code</u>	50
SECTION 9.30.	<u>Corporate Existence and Maintenance of Properties</u>	50
SECTION 9.31.	<u>Bankruptcy or Insolvency of Landowner</u>	50
SECTION 9.32.	<u>Continuing Disclosure</u>	52

Article X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.01.	<u>Events of Default and Remedies</u>	52
SECTION 10.02.	<u>Events of Default Defined</u>	52
SECTION 10.03.	<u>No Acceleration; Redemption</u>	53
SECTION 10.04.	<u>Foreclosure of Assessment Lien</u>	53
SECTION 10.05.	<u>Legal Proceedings by Trustee</u>	54
SECTION 10.06.	<u>Discontinuance of Proceedings by Trustee</u>	54
SECTION 10.07.	<u>Bondholders May Direct Proceedings</u>	54
SECTION 10.08.	<u>Limitations on Actions by Bondholder</u>	54
SECTION 10.09.	<u>Trustee May Enforce Rights Without Possession of Bonds</u>	55
SECTION 10.10.	<u>Remedies Not Exclusive</u>	55
SECTION 10.11.	<u>Delays and Omissions Not to Impair Rights</u>	55
SECTION 10.12.	<u>Application of Moneys in Event of Default</u>	55
SECTION 10.13.	<u>Trustee’s Right to Receiver; Compliance with Act</u>	56
SECTION 10.14.	<u>Trustee and Bondholders Entitled to all Remedies under Act</u>	56
SECTION 10.15.	<u>Credit Facility Issuer’s Rights Upon Events of Default</u>	56

Article XI

THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 11.01.	<u>Acceptance of Trust</u>	57
SECTION 11.02.	<u>No Responsibility for Recitals</u>	57
SECTION 11.03.	<u>Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence</u>	57
SECTION 11.04.	<u>Compensation and Indemnity</u>	58
SECTION 11.05.	<u>No Duty to Renew Insurance</u>	58
SECTION 11.06.	<u>Notice of Default; Right to Investigate</u>	58
SECTION 11.07.	<u>Obligation to Act on Defaults</u>	59
SECTION 11.08.	<u>Reliance by Trustee</u>	59
SECTION 11.09.	<u>Trustee May Deal in Bonds</u>	59
SECTION 11.10.	<u>Construction of Ambiguous Provisions</u>	59
SECTION 11.11.	<u>Resignation of Trustee</u>	59
SECTION 11.12.	<u>Removal of Trustee</u>	60
SECTION 11.13.	<u>Appointment of Successor Trustee</u>	60
SECTION 11.14.	<u>Qualification of Successor</u>	60
SECTION 11.15.	<u>Instruments of Succession</u>	60
SECTION 11.16.	<u>Merger of Trustee</u>	60
SECTION 11.17.	<u>Extension of Rights and Duties of Trustee to Paying Agent and Registrar</u>	61
SECTION 11.18.	<u>Resignation of Paying Agent or Registrar</u>	61
SECTION 11.19.	<u>Removal of Paying Agent or Registrar</u>	61
SECTION 11.20.	<u>Appointment of Successor Paying Agent or Registrar</u>	61
SECTION 11.21.	<u>Qualifications of Successor Paying Agent or Registrar</u>	62

SECTION 11.22.	<u>Judicial Appointment of Successor Paying Agent or Registrar</u>	62
SECTION 11.23.	<u>Acceptance of Duties by Successor Paying Agent or Registrar</u>	62
SECTION 11.24.	<u>Successor by Merger or Consolidation</u>	62
SECTION 11.25.	<u>Patriot Act Requirements of Trustee</u>	63
SECTION 11.26.	<u>Signatures</u>	63

Article XII

ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

SECTION 12.01.	<u>Acts of Bondholders; Evidence of Ownership of Bonds</u>	63
----------------	--	----

Article XIII

AMENDMENTS AND SUPPLEMENTS

SECTION 13.01.	<u>Amendments and Supplements Without Bondholders' Consent</u>	63
SECTION 13.02.	<u>Amendments with Bondholders' Consent</u>	64
SECTION 13.03.	<u>Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel</u>	64

Article XIV

DEFEASANCE

SECTION 14.01.	<u>Defeasance</u>	64
SECTION 14.02.	<u>Deposit of Funds for Payment of Bonds</u>	65

Article XV

MISCELLANEOUS PROVISIONS

SECTION 15.01.	<u>Limitations on Recourse</u>	66
SECTION 15.02.	<u>Payment Dates</u>	66
SECTION 15.03.	<u>No Rights Conferred on Others</u>	66
SECTION 15.04.	<u>Illegal Provisions Disregarded</u>	66
SECTION 15.05.	<u>Substitute Notice</u>	66
SECTION 15.06.	<u>Notices</u>	66
SECTION 15.07.	<u>Controlling Law</u>	68
SECTION 15.08.	<u>Successors and Assigns</u>	68
SECTION 15.09.	<u>Headings for Convenience Only</u>	68
SECTION 15.10.	<u>Counterparts</u>	68
SECTION 15.11.	<u>Appendices and Exhibits</u>	68

- EXHIBIT A - Legal Description of the District
- EXHIBIT B - Description of the Project
- EXHIBIT C - Form of Bond
- EXHIBIT D - Form of Requisition

THIS **MASTER TRUST INDENTURE**, dated as of [_____] 1, 2024 (the “Master Indenture”), by and between **LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT** (together with its permitted successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office in Fort Lauderdale, Florida (said national banking association and any bank or trust company becoming successor trustee under this Master Indenture and all Supplemental Indentures (as hereinafter defined) being hereinafter referred to as the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) created pursuant to Ordinance No. 2023-7 enacted by the Board of County Commissioners of Glades County, Florida on April 11, 2023, for the purposes of delivering community development services and facilities to property to be served by the District (as defined below); and

WHEREAS, the premises governed by the Issuer (as further described in Exhibit A hereto, the “District” or “District Lands”) currently consist of approximately 525 gross acres of land located within the unincorporated area of Glades County, Florida (the “County”); and

WHEREAS, the Issuer has determined to undertake, in one or more stages/phases, the planning, financing, construction and/or acquisition of public infrastructure improvements including, but not limited to stormwater facilities, lift stations, water and sewer facilities, street lighting and electrical distribution (undergrounding) onsite and offsite road construction, landscaping and entry features and signage, and parks and recreational facilities and associated professional fees and incidental costs related thereto pursuant to the Act, for the special benefit of the District Lands (as further described in Exhibit B hereto, the “Project”); and

WHEREAS, the Issuer proposes to finance or refinance, as the case may be, the costs of the Project by the issuance of one or more series of bonds pursuant to this Master Indenture;

NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH, that to provide for the issuance of Bonds (as hereinafter defined) under this Master Indenture, as supplemented from time to time by one or more Supplemental Indentures (as hereinafter defined), the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), as required under the terms of the corresponding Credit Facility Agreement (hereinafter defined), the rights of the Owners of the Bonds of a Series (as hereinafter defined) and the performance and observance of all of the covenants contained herein and in said Bonds and in any Credit Facility Agreement for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the

Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer hereby assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds of a Series issued hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

ARTICLE I DEFINITIONS

In this Master Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the context otherwise requires) terms defined in the recitals hereto shall have the same meaning throughout this Master Indenture and all Supplemental Indentures, and in addition, the following terms shall have the meanings specified below:

“Account” shall mean any account or subaccount established therein pursuant to this Master Indenture and all Supplemental Indentures.

“Acquisition Agreement” shall mean one or more improvement acquisition agreements between the Issuer and the Landowner, pursuant to which the Landowner agrees to provide, design, construct and sell to the Issuer, and the Issuer agrees to purchase from the Landowner, all or a portion of a Project.

“Acquisition and Construction Fund” shall mean the Fund so designated and established pursuant to Section 5.01 hereof.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.

“Annual Budget” shall mean the Issuer’s budget of current operating and maintenance expenses for the Project for a Fiscal Year, as the same may be amended from time to time, adopted in accordance with the provisions hereof.

“Arbitrage Certificate” shall mean the certificate of the Issuer delivered at the time of issuance of a Series of Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of such Series and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-exempt status of the Bonds.

“Authenticating Agent” shall mean the agent so described in, and appointed pursuant to, Section 2.03 of this Master Indenture.

“Authorized Denomination” shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of

\$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof.

“Authorized Newspaper” shall mean a newspaper printed in English and customarily published at least once a day at least five days a week and generally circulated in New York, New York, or such other cities as the Issuer from time to time may determine by written notice provided to the Trustee. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.

“Beneficial Owner” shall mean the actual owner of Bonds while the Bonds are registered in the name of Cede & Co., as the nominee of DTC. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken hereunder or under a Supplemental Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

“Board” shall mean the Board of Supervisors of the Issuer.

“Bond Counsel” shall mean Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

“Bondholder,” “Holder of Bonds,” “Holder,” or “Owner” or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

“Bond Redemption Fund” shall mean the Fund so designated which is established pursuant to Section 6.06 hereof.

“Bond Register” shall have the meaning specified in Section 2.04 of this Master Indenture.

“Bonds” shall mean the Lakefront Estates Community Development District Special Assessment Bonds, issued in one or more Series pursuant to the provisions of this Master Indenture and one or more Supplemental Indentures, and Bonds subsequently issued to refund all or a portion of such aforementioned Bonds.

“Business Day” shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the designated corporate office of the Trustee, the Registrar or any Paying Agent is closed, or any day on which the payment system of the U.S. Federal Reserve is not operational.

“Certified Public Accountant” shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

“Certified Resolution” or “Certified Resolution of the Issuer” shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

“Code” shall mean the Internal Revenue Code of 1986, as amended and the applicable United States Treasury Department regulations promulgated thereunder.

“Completion Date” shall have the meaning given to such term in Section 5.01 of this Master Indenture.

“Consultant” shall mean a Person, who shall be Independent, appointed by the Board, qualified to pass upon questions relating to municipal entities and having a favorable reputation for skill and experience in the financial affairs of municipal entities.

“Consultant’s Certificate” shall mean a certificate or a report prepared in accordance with then applicable professional standards duly executed by a Consultant.

“Consulting Engineer” shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 9.21 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

“Continuing Disclosure Agreement” shall mean a Continuing Disclosure Agreement, by and among the Issuer, the dissemination agent named therein and any Landowner that is the owner of at least twenty percent (20%) of the District Lands which have been determined by the Issuer to be lands benefited by the Project or portion thereof financed with the proceeds of a Series of Bonds or are responsible for payment of at least twenty percent (20%) of the Special Assessments levied and collected on all or a portion of the District Lands with respect to the Project or portion thereof financed by such Series of Bonds, and any other obligated person(s) under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

“Cost” or “Costs,” in connection with the Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

- (a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of the Project;
- (b) cost of surveys, estimates, plans, and specifications;
- (c) cost of improvements;
- (d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;
- (e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its

employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);

- (f) cost of all lands, properties, rights, easements, and franchises acquired;
- (g) financing charges;
- (h) creation of initial reserve and debt service funds;
- (i) working capital;
- (j) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine and as approved by Bond Counsel;
- (k) the cost of issuance of Bonds, including, without limitation, advertisements and printing;
- (l) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;
- (m) the discount, if any, on the sale or exchange of Bonds;
- (n) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;
- (o) costs of prior improvements performed by the Issuer in anticipation of the Project;
- (p) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;
- (q) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (r) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;
- (s) administrative expenses;
- (t) taxes, assessments and similar governmental charges during construction or reconstruction of the Project;
- (u) expenses of Project management and supervision;
- (v) costs of effecting compliance with any and all governmental permits relating to the Project;

(w) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Project or to the financing thereof; and

(x) any other “cost” or expense as provided by the Act.

In connection with the refunding or redeeming of any Bonds, “Cost” includes, without limiting the generality of the foregoing, the items listed in (d), (k), (l) and (m) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

“Counsel” shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) not unsatisfactory to the Trustee.

“County” shall mean Glades County, Florida.

“Credit Facility” shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to which the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the Issuer.

“Credit Facility Agreement” shall mean any agreement pursuant to which a Credit Facility Issuer issues a Credit Facility.

“Credit Facility Issuer” shall mean the issuer or guarantor of any Credit Facility.

“Debt Service Fund” shall mean the Fund so designated which is established pursuant to Section 6.04 hereof.

“Debt Service Requirements” with reference to a specified period, shall mean:

(a) interest payable on the Bonds during such period, subject to reduction for amounts held as capitalized interest in the Funds and Accounts established under this Master Indenture and any Supplemental Indentures;

(b) amounts required to be paid into any mandatory sinking fund account with respect to the Bonds during such period; and

(c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any sinking fund account.

For any Bonds that bear interest at a variable rate, the interest payable for a specified period shall be determined as if such Bonds bear interest at the maximum rate provided for in the applicable Supplemental Indenture and if no maximum rate is provided for in the Supplemental Indenture, the maximum rate shall be 12% per annum.

“Debt Service Reserve Fund” shall mean the Fund so designated which is established pursuant to Section 6.05 hereof.

“Debt Service Reserve Insurance Policy” shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking *pari passu* with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the three highest rating categories, without regard to gradations, of both Moody’s and S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

“Debt Service Reserve Letter of Credit” shall mean the irrevocable, transferable letter or line of credit, if any, deposited for the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations ranking *pari passu* with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the three highest rating categories (without regard to gradations) of both Moody’s and S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

“Debt Service Reserve Requirement” shall mean, for each Series of Bonds, unless a different requirement shall be specified in a Supplemental Indenture, an amount equal to the lesser of (i) the maximum annual Debt Service Requirements for the Outstanding Bonds of such Series, (ii) 125% of the average annual Debt Service Requirements for the Outstanding Bonds of such Series, and (iii) 10% of the original proceeds (within the meaning of the Code) of the Bonds of such Series.

“Defeasance Securities” shall mean, to the extent permitted by law, (a) cash, or (b) non-callable Government Obligations.

“Developer” shall mean, Okeechobee Community Developers, a Florida limited liability company, and any entity or entities which succeed to all or any part of the interests and assume any or all of the responsibilities of said entities.

“District Lands” or “District” shall mean the premises governed by the Issuer, consisting of approximately 525 gross acres of land located in the County, as more fully described in Exhibit A hereto.

“District Manager” shall mean the then District Manager or acting District Manager of the Issuer.

“Electronic Means” shall mean telecopy, facsimile transmission, email transmission or other similar electronic means of communicating providing evidence of transmission.

“Event of Default” shall mean any of the events described in Section 10.02 hereof.

“Fiscal Year” shall mean the period of twelve (12) months beginning October 1 of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30; or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

“Fund” shall mean any fund established pursuant to this Master Indenture.

“Generally Accepted Accounting Principles” shall mean those accounting principles applicable in the preparation of financial statements of municipalities.

“Government Obligations” shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” shall mean, with respect to any Series of Bonds, this Master Indenture as supplemented by the Supplemental Indenture pursuant to which such Series of Bonds is issued.

“Independent” shall mean a Person who is not a member of the Issuer’s Board, an officer or employee of the Issuer or Developer, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Issuer’s Board, or an officer or employee of the Issuer; provided, however, that the fact that such Person is retained regularly by or regularly transacts business with the Issuer or Developer shall not make such Person an employee within the meaning of this definition.

“Interest Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

“Interest Payment Date” shall mean, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, each May 1 and November 1 commencing on the date specified in the Certified Resolution of the Issuer or in the Supplemental Indenture pursuant to which a Series of Bonds is issued.

“Interest Period” shall mean the period from and including any Interest Payment Date to and excluding the next succeeding Interest Payment Date; provided, however, that upon final

payment of any Bond at maturity or upon redemption or mandatory purchase, the Interest Period shall extend to, but not include, the date of such final payment, which shall always be a Business Day.

“Investment Securities” shall mean and include any of the following securities, if and to the extent that such securities are legal investments for funds of the Issuer:

- (a) Government Obligations;
- (b) money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody’s and S&P;
- (c) commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody’s and S&P;
- (d) obligations of any state of the United States or political subdivision thereof or constituted authority thereof the interest on which is exempt from federal income taxation under Section 103 of the Code and rated in one of the top two rating categories by both Moody’s and S&P at the time of purchase;
- (e) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by both Moody’s and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody’s and S&P at the time of purchase;
- (f) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are rated in one of the three highest ratings by both Moody’s and S&P or in one of the two highest categories by either S&P or Moody’s at the time of purchase; and
- (g) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least “AA” by S&P (without regard to gradation) or at least “Aa” by Moody’s (without regard to gradation).

Under all circumstances, the Trustee shall be entitled to request and receive from the Issuer and conclusively rely upon as accurate an Officer’s Certificate setting forth that any investment directed by the Issuer is permitted under this Indenture and is a legal investment for the funds of the Issuer under Florida law.

“Issuer” shall mean the Lakefront Estates Community Development District.

“Landowner” shall mean any owner of District Lands encumbered by Special Assessments.

“Majority Holder” shall mean the Beneficial Owners of more than 50% of the applicable principal amount of a Series of Bonds then Outstanding.

“Majority Landowner” shall mean, for purposes of this Master Indenture, any person or entity, including all affiliated persons and/or entities thereof, which collectively own more than 50% of the District Lands.

“Major Non-Recurring Expense” shall mean the cost of major replacement or reconstruction of the Project, or any part thereof, the cost of major repairs, renewals or replacements, the provision of a reserve for the payment of insurance premiums not due on an annual or more frequent basis, and the cost of studies, surveys, estimates and investigations in connection with any of the foregoing.

“Master Indenture” shall mean, this Master Trust Indenture dated as of [_____] 1, 2024, by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XIII hereof.

“Moody’s” shall mean Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

“Officers’ Certificate” or “Officer’s Certificate” shall mean a certificate, duly executed by a Responsible Officer and delivered to the Trustee.

“Outstanding,” in connection with a Series of Bonds, shall mean, as of the time in question, all Bonds of such Series authenticated and delivered under the Indenture, except:

(a) all Bonds theretofore cancelled or required to be cancelled under Section 2.07 hereof;

(b) Bonds for the payment, redemption or purchase of which moneys and/or Defeasance Securities, the principal of and interest on which, when due, will provide sufficient moneys to fully pay such Bonds in accordance with Article XIV hereof, shall have been or shall concurrently be deposited with the Trustee; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding of a Series have concurred in any request, demand, authorization, direction, notice,

consent or waiver under the provisions of the Indenture, Bonds of such Series which are actually known by a Responsible Officer of the Trustee to be held by or on behalf of the Issuer shall be disregarded for the purpose of any such determination, unless all of the Bonds of such Series are held by or on behalf of the Issuer; provided, however, this provision does not affect the right of the Trustee to deal in Bonds as set forth in Section 11.09 hereof.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Paying Agent” shall mean initially the Trustee, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

“Person” shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

“Pledged Revenues” shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the Issuer from Special Assessments levied and collected on all or a portion of the District Lands with respect to the Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture for, or otherwise expressly allocated to, such Series of Bonds; provided, however, that Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this provision).

“Prepayment” shall mean the payment by any owner of Property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date.

“Project” shall mean with respect to any Series of Bonds, the portion or portions of certain infrastructure improvements including roadway, water, sewer, landscaping, irrigation, storm water management, entry features and recreational improvements to be acquired and/or constructed by the Issuer, whether within or outside the District Lands, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds; provided that a Project shall specially benefit all of the District Lands on which Special Assessments to secure such Series of Bonds have been levied.

“Project Documents” shall mean all permits, drawings, plans and specifications, contracts and other instruments and rights relating to the Project and the development assigned by the developer(s) of the District Lands to the Issuer pursuant to a collateral assignment.

“Property Appraiser” shall mean the property appraiser of the County.

“Property Appraiser and Tax Collector Agreement” shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

“Rebate Fund” shall mean the Fund so designated, which is established pursuant to Section 6.11 of this Master Indenture.

“Record Date” shall mean, as the case may be, the applicable Regular or Special Record Date.

“Redemption Price” shall mean the principal amount of any Bond plus the applicable premium, if any, payable upon redemption thereof pursuant to the Indenture.

“Registered Owner” shall mean the person or entity in whose name or names any Bond is registered on the books maintained by the Registrar.

“Registrar” shall mean initially the Trustee, which entity shall have the responsibilities set forth in Section 2.04 of this Master Indenture, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid, unless otherwise provided in any Supplemental Indenture.

“Regulatory Body” shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the County and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the County, and (d) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

“Responsible Officer” shall mean with respect to the Issuer, any member of the Board, the District Manager, or any other officer of the Issuer or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter, and when used with respect to the Trustee, any vice president, assistant vice president, senior associate or other officer of the Trustee within the corporate trust office specified in Section 15.06 (or any successor corporate trust office) having direct responsibility for the administration of this Indenture.

“Revenue Fund” shall mean the Fund so designated which is established pursuant to Section 6.03 hereof.

“Rule” shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

“S&P” shall mean S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC business, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

“Series” shall mean all of the Bonds authenticated and delivered at one time on original issuance and pursuant to any Certified Resolution of the Issuer authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article II hereof and the applicable Supplemental Indenture, regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the Issuer upon original issuance. Two or more Series or sub-Series of Bonds may be issued simultaneously under separate Supplemental Indentures, but under this Master Indenture. As may be provided by subsequent proceedings of the Issuer, one or more Series of Bonds or sub-Series Bonds, whether issued at the same time or not, may be separately secured by Special Assessments imposed pursuant to separate assessment proceedings. Such Bonds or sub-Series of Bonds which are secured by separate Special Assessments will not be issued as parity bonds even if issued at the same time.

“Series Account” shall mean any Account established as to a particular Series of Bonds.

“Sinking Fund Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

“Special Assessments” shall mean (a) the net proceeds derived from the levy and collection of “special assessments,” as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof or against one or more identified Assessment Areas, and (b) the net proceeds derived from the levy and collection of “benefit special assessments,” as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both “special assessments” and “benefit special assessments,” including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. “Special Assessments” shall not include “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act.

“Special Record Date” shall mean such date as shall be fixed for the payment of defaulted interest on the Bonds in accordance with Section 2.01 hereof.

“State” shall mean the State of Florida.

“Supplemental Indenture” and “indenture supplemental hereto” shall mean any indenture amending or supplementing this Master Indenture which may be entered into in accordance with the provisions of this Master Indenture.

“Tax Collector” shall mean the tax collector of the County.

“Trust Accounts” shall mean Funds and Accounts that the Trustee administers as trustee, including, but not limited to, the trusts created by the Indenture for a Series of Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Bond), refer to the entire Master Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

ARTICLE II THE BONDS

SECTION 2.01. Amounts and Terms of Bonds; Details of Bonds. The Issuer is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master Indenture, its obligations to be known as “Lakefront Estates Community Development District Special Assessment Bonds, Series ____” (the “Bonds”). The total principal amount of Bonds that may be issued and Outstanding under this Master Indenture is not expressly limited to a specific principal amount; provided, however, that the total principal amount of Bonds that may be issued and Outstanding under this Master Indenture shall be subject to any conditions and/or limitations (i) set forth in a Supplemental Indenture and (ii) under State law. The Bonds shall be issued in Authorized Denominations and within each Series shall be numbered consecutively from R-1 and upwards in each Series and in substantially the form attached hereto as Exhibit C, with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or as otherwise provided in a Supplemental Indenture. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer’s request, authenticate such Bonds and deliver them as specified in such request.

Each Bond shall be dated, shall have such Interest Payment Dates, shall bear interest from such date or dates and at such rate or rates until the maturity thereof, payable on such

Interest Payment Dates, and shall be stated to mature (subject to the right of prior redemption), all as provided in, or pursuant to, a Supplemental Indenture.

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the designated corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to the giving of such notices, at its address as it appears in the Bond Register on the date of the giving of such notices. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

The Trustee is hereby constituted and appointed as Paying Agent for the Bonds.

SECTION 2.02. Execution. The Bonds shall be executed by the manual or facsimile signature of the Chair or Vice-Chair of the Issuer or by any other member of the Board designated by the Chair for such purpose, and the corporate seal of the Issuer shall appear thereon (which may be in facsimile) and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

SECTION 2.03. Authentication; Authenticating Agent. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created. The Trustee shall at all times serve as Authenticating Agent.

SECTION 2.04. Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the "Bond Register" or "Register") in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept. Initially, and until the Trustee provides notice to the Issuer as provided in the immediately preceding sentence, the Bond Register shall be kept at the Trustee's corporate trust office in Fort Lauderdale, Florida.

SECTION 2.05. Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute and the Trustee or Authenticating Agent, as the case may be, shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee or Authenticating Agent, as the case may be, of such mutilated Bond for cancellation, and the Issuer and the Trustee or Authenticating Agent, as the case may be, may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee or Authenticating Agent, as the case may be; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee or Authenticating Agent, as the case may be, shall authenticate and deliver a new Bond of like Series, tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee or Authenticating Agent, as the case may be, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Master Indenture and applicable Supplemental Indenture equally and proportionately with any and all other Bonds of such same Series duly issued hereunder and under such Supplemental Indenture.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

SECTION 2.06. Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the Registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

SECTION 2.07. Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar, Paying Agent or Authenticating Agent to, and cancelled and disposed of by, the Trustee in accordance with its then current procedures. The Trustee shall deliver to the Issuer a certificate of destruction (or other evidence of destruction) in respect of all Bonds destroyed in accordance with this Section.

SECTION 2.08. Registration, Transfer and Exchange. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

Upon surrender for registration of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.08, the Issuer shall execute and the Trustee (as Authenticating Agent and/or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver, in the name of the designated transferees, one or more new Bonds of a like aggregate principal amount and of the same Series and maturity.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of a like aggregate principal amount and of the same Series and maturity, upon surrender of the Bonds to be exchanged at any such office of the Registrar or agency. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Trustee (as Authenticating Agent

and/or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Master Indenture and applicable Supplemental Indenture as the Bonds of such Series surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing.

Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of giving of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of giving such notice, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

SECTION 2.09. Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, the Registrar, or the Authenticating Agent shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent, the Registrar or the Authenticating Agent) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, the Registrar and the Authenticating Agent shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

SECTION 2.10. Limitation on Incurrence of Certain Indebtedness. The Issuer will not issue Bonds of any Series, except upon the conditions and in the manner provided or as otherwise permitted in the Indenture, provided that the Issuer may enter into agreements with issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

SECTION 2.11. Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York (“DTC”) and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry

data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, teletype or other similar means of communication.

So long as there shall be maintained a book-entry-only system with respect to a Series of Bonds, the following provisions shall apply:

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, each Series of Bonds shall initially be registered in the name of Cede & Co. as nominee for DTC, which will act initially as securities depository for the Bonds and so long as the Bonds are held in book-entry-only form, Cede & Co. shall be considered the Registered Owner for all purposes hereof. On original issue, such Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“Direct Participants”) and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds (“Beneficial Owners”).

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of such Bonds. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through DTC Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE BONDS, ANY NOTICES TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICES TO DIRECT PARTICIPANTS AND DIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO INDIRECT PARTICIPANTS, AND DIRECT PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO BENEFICIAL OWNERS.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository and in that event all references herein to DTC or Cede & Co. shall be deemed to be references to their respective successors. If the Issuer does not

replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Bonds in the form of fully registered Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer elects to discontinue the book-entry only system in conformity with the requirements of DTC, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Bonds may be exchanged for an equal aggregate principal amount of Bonds in other Authorized Denominations and of the same maturity and Series upon surrender thereof at the corporate trust office of the Trustee.

ARTICLE III ISSUE OF BONDS

SECTION 3.01. Issue of Bonds. Subject to the provisions of Section 2.01 hereof, the Issuer may issue one or more Series of Bonds hereunder and under Supplemental Indentures from time to time for the purpose of financing the Costs of acquisition or construction of the Project or to refund all or a portion of a Series of Bonds (and to pay the costs of the issuance of such Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture). In connection with the issuance of a Series of Bonds the Trustee shall, at the written request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

(1) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Article VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Article XIV hereof;

(2) a written opinion or opinions of Counsel to the Issuer, to the effect that (a) all conditions prescribed herein as precedent to the issuance of the Bonds have been fulfilled; (b) the Bonds have been validly authorized and executed and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (c) any consents of any Regulatory Bodies required in connection with the issuance of the Bonds have been obtained or can be reasonably expected to be obtained on or prior to the date such consents are required; and (d) if the acquisition of any real property or interest therein is included in the purpose of such issue, (i) the Issuer has or can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the Issuer has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue (which opinion may be stated in reliance on the opinion of other Counsel satisfactory to the signer or on a title insurance policy issued by

a reputable title company) (clauses (c) and (d) shall not apply in the case of the issuance of a refunding Series of Bonds); and (e) whether a certificate described in Section 3.01(13) hereof is required to be delivered and that such certificate conforms to the requirements of such section;

(3) an opinion of Counsel to the Issuer, which shall also be addressed to the Trustee, to the effect that: (a) the Issuer has good right and lawful authority under the Act to undertake the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; (b) the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (c) the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all state, county, district and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid; (d) this Master Indenture and the applicable Supplemental Indenture have been duly and validly authorized, approved, and executed by the Issuer; (e) the issuance of the Series of Bonds has been duly authorized and approved by the Board; and (f) this Master Indenture and the applicable Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitutes a binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity;

(4) a Consulting Engineer's certificate addressed to the Issuer and the Trustee setting forth the estimated cost of the Project, and in the case of an acquisition by the Issuer of all or a portion of the Project that has been completed, stating, in the signer's opinion, (a) that the portion of the Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) to the best of his knowledge, the Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the Issuer for the Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Costs of construction of such components of the Project; and (d) the plans and specifications for the Project improvements have been approved by all Regulatory Bodies required to approve them (specifying such Regulatory Bodies) or such approval can reasonably be expected to be obtained; provided, however, that in lieu of the information required in clause (a), there may be delivered to the Trustee satisfactory evidence of the acceptance of operational and maintenance responsibility of each component of the Project by one or more governmental entities (the foregoing shall not be applicable in the case of the issuance of a refunding Series of Bonds);

(5) a copy of the Supplemental Indenture for such Bonds, certified by the Secretary or Assistant Secretary of the Issuer as being a true and correct copy thereof;

(6) the proceeds of the sale of such Bonds together with any required equity deposit by a Landowner or other third party;

(7) any Credit Facility authorized by the Issuer in respect to such Bonds;

(8) one or more Certified Resolutions of the Issuer relating to the levy of Special Assessments in respect of the Project, and evidencing that the Issuer has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the District Lands in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued;

(9) an executed opinion of Bond Counsel;

(10) a written direction of the Issuer to the Trustee to authenticate and deliver such Bonds;

(11) a copy of a Final Judgment of validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation;

(12) a collateral assignment from the developer(s) of the District Lands to the Issuer of the Project Documents;

(13) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate of the Issuer stating: (a) the intended use of the proceeds of the refunding Series of Bonds; (b) the Bonds to be refunded; (c) any other amounts available for such purpose; (d) that the proceeds of the issue plus the other amounts, if any, stated to be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the Costs of issuance of such Bonds, and (e) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;

(14) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

(15) such other documents, certifications and opinions as shall be required by the Supplemental Indenture, by the Participating Underwriter or the initial purchaser of a Series of Bonds or by the Issuer or the Trustee upon advice of counsel.

At the option of the Issuer, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the Issuer. Execution of a Series of the Bonds by the Issuer and payment to the Trustee of the net proceeds from the original issuance of the Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent, set forth in this Article, as to the Issuer, the Participating Underwriter and the initial purchaser of the respective Series of Bonds.

ARTICLE IV ACQUISITION AND CONSTRUCTION OF PROJECT

SECTION 4.01. Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete any Project or portion thereof for which any Series of Bonds is being issued in accordance with the plans and specifications therefor, as such plans and specifications may be amended from time to time, and subject to the specific requirements of the Supplemental Indenture for such Series of Bonds.

SECTION 4.02. Compliance Requirements. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the acquisition, completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations. Prior to the completion of the Project, in the event that any developer of the District Lands shall fail to pay, when due, any Special Assessments levied against lands within the Issuer owned by the developer or any affiliated entity thereof, the Issuer shall immediately take all actions necessary, to the extent revenues of the Issuer are legally available for such purpose, to complete the Project including, without limitation, taking control of the Project Documents.

ARTICLE V ACQUISITION AND CONSTRUCTION FUND

SECTION 5.01. Acquisition and Construction Fund. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any Series Account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee

in respect of each Series of Bonds upon request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate written accounting in respect of the Costs of any designated portion of the Project. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid Costs of Issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project or portion thereof.

(a) *Deposits.* In addition to the deposit of amounts received by the Trustee on the date of issuance of each Series of Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series Account of the Acquisition and Construction Fund, as promptly as practicable, the following amounts:

(i) Subject to the provisions of Section 9.23 hereof, payments made to the Issuer from the sale, lease or other disposition of the Project or any portion thereof;

(ii) Subject to the provisions of Section 9.14 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof;

(iii) Deposits made by any developer of the District Lands pursuant to the terms and provisions of a developer funding agreement; and

(iv) Amounts received from a governmental entity pursuant to an interlocal agreement or other similar agreement between the District and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of the Project.

Amounts in the applicable Series Account of the Acquisition and Construction Fund shall be applied to pay the Cost of the Project or a portion thereof, as applicable, pertaining to the Series of Bonds in question; provided, however, that if any amounts remain in the Series Account of the Acquisition and Construction Fund after the Completion Date (as defined in paragraph (c) below) of the Project or portion thereof pertaining to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of the Project as directed in writing by the Issuer, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund for application to the redemption of Bonds of the Series to which such proceeds relate, as set forth in Section 6.06 hereof or in the applicable Supplemental Indenture.

(b) *Disbursements.* Unless provided otherwise in a Supplemental Indenture, all payments from the Acquisition and Construction Fund shall be paid in accordance with the provisions of this subsection. Moneys in the appropriate Series Account of the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition in the form of Exhibit D attached hereto, signed by a Responsible Officer and, except for payments of cost of issuance, a certificate

of the Consulting Engineer signed by a consulting engineer also in the form of Exhibit D attached hereto and as may be modified by terms of the related Supplemental Indenture. Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the appropriate Series Account of the Acquisition and Construction Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this section. All requisitions and certificates received by the Trustee pursuant to this Section 5.01 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof. The Trustee shall have no duty to verify that the disbursement of funds pursuant to a requisition is for a purpose for which payment may be made hereunder and the Trustee may conclusively rely that a properly signed requisition is, on its face, sufficient to disburse funds from the Acquisition and Construction Fund.

(c) *Completion of Project.* On the date of completion of the Project or if sufficient moneys are retained in the appropriate Series Account of the Acquisition and Construction Fund, to complete the Cost of the Project, in either case, as evidenced by the delivery of a Certificate of the Consulting Engineer to the Trustee and adoption of a resolution by the Board accepting the Project as provided by Section 170.09, Florida Statutes, as amended (the “Completion Date”), the balance in the appropriate Series Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Project shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture.

ARTICLE VI
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS

SECTION 6.01. Special Assessments; Lien of Indenture on Pledged Revenues. The Issuer hereby covenants that it shall levy Special Assessments in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder, and, unless provided otherwise with respect to a Series of Bonds, evidence and certify the same to the Tax Collector or cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer, pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable.

The Issuer shall, within five (5) Business Days of receipt thereof, pay to the Trustee for deposit in the Series Account of the Revenue Fund established under Section 6.03 hereof all Special Assessments received by the Issuer from the levy thereof on the District Lands subject to assessments for the payment of the related Series of Bonds; provided, however, that amounts received as Prepayments of Special Assessments shall be deposited directly into the applicable Series Account within the Bond Redemption Fund established hereunder or in any account thereof established pursuant to the applicable Supplemental Indenture. The Issuer shall notify the Trustee in writing at the time of deposit of any amounts received as Prepayments of Special Assessments and shall identify the related Series of Bonds. If necessary, the Issuer shall direct

the Landowner making such prepayment to specify what Series of Bonds such prepayments relate.

There are hereby pledged for the payment of the principal or Redemption Price of and interest on all Bonds of each Series issued and Outstanding under the Indenture and all reimbursements due to any Credit Facility Issuer for any drawing with respect to such Series of Bonds on its Credit Facility, including, without limitation, interest thereon, as required under the terms of the applicable Credit Facility Agreement, the Pledged Revenues; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Pledged Revenues securing such Series of Bonds, the Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and Bonds issued on a parity therewith and shall not secure any other Bonds or Series of Bonds. The Pledged Revenues shall immediately be subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund. The foregoing notwithstanding, to the extent provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, such Series of Bonds may be made payable from and secured by less than all of the Pledged Revenues, and any one or more of the provisions of this Master Indenture may be made inapplicable to such Series of Bonds, all as more specifically provided in the corresponding Supplemental Indenture; provided, however, that any such provisions shall apply only to the particular Series of Bonds authorized by such Supplemental Indenture and shall not affect in any manner whatsoever any Outstanding Series of Bonds.

SECTION 6.02. Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued for the benefit of the specific Series of Bonds issued pursuant to such Supplemental Indenture and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto or separately secured hereunder by separate Special Assessments. Unless provided otherwise by Supplemental Indenture, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

SECTION 6.03. Revenue Fund. The Trustee is hereby authorized and directed to establish a Revenue Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder, into which the Trustee shall immediately deposit any and all Special Assessments received from the levy thereof on the District Lands or any portion thereof (other than Prepayments) and any amounts received as the result of any foreclosure, sale of tax certificates or other remedial action for nonpayment of Special Assessments for the payment of the related Series of Bonds and other payments required hereunder or under the applicable Supplemental Indenture (unless such Special Assessments and/or other payments are specifically designated by the Issuer pursuant to a Supplemental Indenture for deposit into the Rebate Fund or any other Fund or Account established hereunder or under a Supplemental Indenture) and

each Series Account therein shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall transfer from amounts on deposit in the Series Account in the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority unless other times and/or priorities are established in a Supplemental Indenture with respect to a Series of Bonds:

FIRST, upon receipt but no later than the Business Day preceding the first May 1 for which there is an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account of the Debt Service Fund to be applied to the payment of interest on the Bonds of a Series due on the next succeeding May 1, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the related Series of Bonds becoming due on the next succeeding May 1, less any amount on deposit in such Interest Account not previously credited;

SECOND, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as so designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding mandatory sinking fund redemption date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day preceding the first November 1 for which there remains an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account to be applied to the payment of interest on the Bonds of a Series due on the next succeeding November 1, and no later than the Business Day next preceding each November 1 thereafter while Bonds of such Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds of such Series becoming due on the next succeeding November 1, less any amount on deposit in the applicable Series Interest Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Bonds of a Series issued under the Indenture remain

Outstanding, to the applicable Series Account of the Debt Service Reserve Fund, if any, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall remain therein.

Except as otherwise provided in a Supplemental Indenture, the Trustee shall retain any moneys held for the credit of the Revenue Fund which are not otherwise required to be deposited pursuant to this Section and apply such amounts on subsequent dates for the purposes and in the priority set forth above. Notwithstanding the foregoing, if pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, the Issuer shall direct the Trustee to make such deposit thereto. Prepayments pledged to a particular Series of Bonds shall be deposited directly into the applicable Series Account of the Bond Redemption Fund as provided herein.

SECTION 6.04. Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental Indenture, a Series Principal Account, a Series Interest Account and, if applicable, a Series Sinking Fund Account for each Series of Bonds and a Series Capitalized Interest Account, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund for purchase or redemption of the applicable Series of Bonds in amounts and maturities set forth in the Supplemental Indenture. Whenever Bonds of a Series are to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee in writing that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer's arrangements provided they conform to the Indenture.

Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, purchases and redemptions out of the Series Sinking Fund Account shall be made as follows:

(a) The Trustee shall apply the amounts required to be transferred to the Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable

Series pursuant to the next sentence hereof) on the mandatory sinking fund redemption date in each of the years set forth in the Supplemental Indenture to the redemption of Bonds of the related Series in the amounts, manner and maturities and on the dates set forth in the Supplemental Indenture, at a Redemption Price of 100% of the principal amount thereof. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the Series Sinking Fund Account to the purchase of Bonds of the applicable Series which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series Sinking Fund Account representing the principal amount of the Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series Interest Account of the Debt Service Fund.

(b) Accrued interest on purchased Bonds of a Series shall be paid from the related Series Interest Account of the Debt Service Fund.

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the Issuer may present to the Trustee Bonds of such Series purchased by the Issuer pursuant to subparagraph (a) above and furnished for such purposes; provided, however, that no Bonds of such Series so purchased shall be credited towards the Debt Service Requirements in respect of the mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds so presented.

SECTION 6.05. Debt Service Reserve Fund. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and, if applicable, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee solely for the benefit of each related Series of Bonds or sub-Series, as determined by the applicable Supplemental Indenture; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the

Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Series Account of the Acquisition and Construction Fund, and after the Completion Date, shall be transferred, at the written direction of the Issuer, to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. Unless otherwise provided in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of a Prepayment of Special Assessments, which Special Assessments are pledged for the payment and security of such Series of Bonds, the excess amount shall be transferred from the Series Account or Subaccount of the Debt Service Reserve Fund to the applicable Series Account of the Bond Redemption Fund established for such Series of Bonds and shall constitute a credit against such Prepayment. In the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall, unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, be transferred from the Series Account of the Debt Service Reserve Fund to the related Series Account or subaccount of the Bond Redemption Fund.

Whenever for any reason on an Interest Payment Date, principal payment date or mandatory redemption date with respect to a related Series of Bonds secured by a Series Account of the Debt Service Reserve Fund the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on such Series of Bonds therefrom on such payment dates, the Trustee shall, without further instructions, but subject to contrary direction by the Majority Holder of the Bonds to which such Series Account of the Debt Service Reserve Fund relates, transfer the amount of any such deficiency from the related Series Account of the Debt Service Reserve Fund into the related Series Interest Account, the related Series Principal Account and the related Series Sinking Fund Account, as the case may be, with priority to the related Series Interest Account and then, proportionately according to the respective deficiencies therein, to the related Series Principal Account and the related Series Sinking Fund Account, to be applied to pay the Series of Bonds secured by the Series Account of the Debt Service Reserve Fund.

Notwithstanding the foregoing, if permitted by the terms of the applicable Supplemental Indenture, in lieu of the required deposits into the related Series Account of the Debt Service Reserve Fund, the Issuer may cause to be deposited into the Series Account of the Debt Service Reserve Fund a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, either in lieu of any cash amount required to be deposited therein in connection with the issuance of any Series of Bonds or in substitution for the full amounts then on deposit therein or in an amount equal to the difference between the amount required to be deposited and the sum, if any, then on deposit in the Series Account of the Debt Service Reserve Fund, which Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date or principal payment date on which a deficiency exists which cannot be remedied by moneys in any other Fund or Account

held pursuant to the Indenture and available for such purpose. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if any such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit is substituted for moneys on deposit in the Series Account of the Debt Service Reserve Fund, or if at any time there are excess moneys in the Series Account of the Debt Service Reserve Fund, the excess moneys in the Series Account of the Debt Service Reserve Fund shall be transferred to and deposited in the related Series Account or Subaccount of the Revenue Fund. If a disbursement is made from a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, the Issuer shall be obligated to either reinstate the maximum limits of such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit immediately following such disbursement or to deposit into the Series Account of the Debt Service Reserve Fund, as provided in the Indenture for restoration of withdrawals from the Series Account of the Debt Service Reserve Fund, funds in the amount of the disbursement made under such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit.

In the event that upon the occurrence of any deficiency in a Series Interest Account, a Series Principal Account or a Series Sinking Fund Account, the Series Account of the Debt Service Reserve Fund is then funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, the Trustee shall, on an Interest Payment Date or principal payment date or mandatory redemption date to which such deficiency relates, draw upon the Debt Service Reserve Letter of Credit or cause to be paid under the Debt Service Reserve Insurance Policy an amount sufficient to remedy such deficiency, in accordance with the terms and provisions of the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, and any corresponding reimbursement or other agreement governing the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy; provided, however, that if at the time of such deficiency the Series Account of the Debt Service Reserve Fund is only partially funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, prior to drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, the Trustee shall first apply any cash and securities on deposit in the Series Account of the Debt Service Reserve Fund to remedy the deficiency in accordance with the second paragraph of this Section 6.05 and, if after such application a deficiency still exists, the Trustee shall make up the balance of the deficiency by drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as provided in this sentence. Amounts drawn on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, shall be applied as set forth in the second paragraph of this Section 6.05. Any amounts drawn under a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be reimbursed to the issuer thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy.

SECTION 6.06. Bond Redemption Fund. The Trustee is hereby authorized and directed to establish a Bond Redemption Fund and a Series Account therein for each Series of Bonds issued hereunder into which shall be deposited moneys, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05, 9.08(d) and 9.14(c) of this Master Indenture. The Series Account within the Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Supplemental Indenture for the related Series of

Bonds and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Account within the Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Series Account within the Bond Redemption Fund (including all earnings on investments held in the Series Account within the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund created and established under this Master Indenture as the Issuer may direct in accordance with an arbitrage rebate agreement, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so transferred from the Series Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

SECOND, to be used to call for redemption pursuant to clause (b) of Section 8.01 hereof an amount of Bonds of the applicable Series equal to the amount of money transferred to the Series Account within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of a Responsible Officer, to call for redemption on each Interest Payment Date or other date on which Bonds of the applicable Series are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds of the applicable Series as, with the redemption premium, may be practicable; provided, however, that not less than Five Thousand Dollars (\$5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

Any such redemption shall be made in accordance with the provisions of Article VIII of this Master Indenture and the applicable provisions of the related Supplemental Indenture. The Issuer shall pay all expenses in connection with such redemption.

SECTION 6.07. Drawings on Credit Facility. With respect to Bonds in respect of which there has been issued a Credit Facility, the Trustee shall draw on the Credit Facility, in accordance with the provisions for drawing under such Credit Facility, and within the requisite time period, all as set forth in the Credit Facility Agreement or the Supplemental Indenture.

SECTION 6.08. Procedure When Funds Are Sufficient to Pay All Bonds of a Series. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds (other than the moneys in the Rebate Fund) and Accounts hereunder and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption,

together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar and Credit Facility Issuer, if any, the Trustee, at the direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

SECTION 6.09. Certain Moneys to Be Held for Series Bondholders Only. Each Series of Bonds issued pursuant to this Master Indenture and the related Supplemental Indenture shall be secured by Pledged Revenues, as set forth herein, and otherwise may be secured by such additional Funds and Accounts and other security (including, but not limited to, Credit Facilities) established by the pertinent Supplemental Indenture. Moneys and investments in the various Funds and Accounts created under a Supplemental Indenture expressly and solely for the benefit of the Series of Bonds issued under such Supplemental Indenture shall be held in trust by the Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

SECTION 6.10. Unclaimed Moneys. In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed for two (2) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the actual knowledge of a Responsible Officer of the Trustee in default with respect to any covenant in this Master Indenture, any Supplemental Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, may, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

SECTION 6.11. Rebate Fund. The Trustee is hereby authorized and directed to establish a Rebate Fund. Unless provided otherwise in a Supplemental Indenture, the Trustee shall transfer monies from the applicable Series Account in the Revenue Fund and deposit the same to the Rebate Fund, and shall make payments therefrom at the times and in the amounts as directed by the Issuer in writing that are required to comply with the covenants in the applicable Arbitrage Certificate. If so directed by the Issuer in writing, the Trustee shall create one or more Series Accounts within the Rebate Fund relating to one or more particular Series of Bonds.

(a) All amounts held in the Rebate Fund shall be governed by this Section and the applicable Arbitrage Certificate. The Trustee shall be entitled to rely on the rebate calculations obtained from the rebate analyst retained by the Issuer pursuant to any Arbitrage Certificate and the Trustee shall not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken by the Issuer in reliance upon such calculations.

(b) Pursuant to the applicable Arbitrage Certificate, the Trustee shall remit all rebate installments and a final rebate payment to the United States. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section and the applicable

Arbitrage Certificate, other than at the direction of the Issuer and from moneys held in the Rebate Fund or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the Issuer.

(c) Notwithstanding any other provision of this Indenture, including in particular Article XIV hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Arbitrage Certificate shall survive the defeasance or payment in full of the Bonds.

(d) The Trustee shall not be deemed to have constructive knowledge of the Code or regulations, rulings and judicial decisions concerning the Code.

ARTICLE VII SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 7.01. Deposits and Security Therefor. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under this Master Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof provided, however, the foregoing shall not apply to Investment Securities of the types specified in (b) and (e) of the definition of Investment Securities. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, except for investments of the type specified on (b) and (e) of the definition of Investment Securities, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

SECTION 7.02. Investment or Deposit of Funds. The Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund created under any Supplemental Indenture only in Investment Securities unless the applicable Supplemental Indenture provides for alternate investments. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in

any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein or in the Supplemental Indenture with respect to a Series of Bonds. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon written request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

In the absence of written investment instructions from the Issuer, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder invested or for any losses because such amounts were not invested. Moneys in any of the Funds and Accounts established pursuant to the Indenture, when held by the Trustee, shall be promptly invested by the Trustee in accordance with all written directions from the Issuer and the Issuer shall be responsible for ensuring that such instructions conform to requirements of this Master Indenture including, without limitation, Article VII hereof. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of all investments directed hereunder or under any Supplemental Indenture. Ratings of investments shall be determined by the Issuer at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

SECTION 7.03. Valuation of Funds. Except for the assets on deposit in the Debt Service Reserve Fund, the Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture within ten (10) Business Days prior

to each Interest Payment Date. With respect to the assets in the Debt Service Reserve Fund, including all accounts established therein, the Trustee shall value such assets forty-five (45) days prior to each Interest Payment Date. In either case, as soon as practicable after each such valuation date (but no later than ten (10) Business Days after each such valuation date), the Trustee shall provide the Issuer a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

SECTION 7.04. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VIII REDEMPTION AND PURCHASE OF BONDS

SECTION 8.01. Redemption Dates and Prices. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Bonds of a Series may be made subject to optional, mandatory and extraordinary redemption and purchase, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VIII and in the related Supplemental Indenture.

(a) *Optional Redemption.* Bonds of a Series shall be subject to optional redemption at the direction of the Issuer, at the times and upon payment of the purchase price as provided in the related Supplemental Indenture.

(b) *Extraordinary Mandatory Redemption in Whole or in Part.* Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08(a) hereof; (ii) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands as a result of any prepayment of Special Assessments in accordance with Section 9.08(b) hereof; (iii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Rebate Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds or moneys required to pay Costs of the Project under the applicable Supplemental

Indenture) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iv) from moneys in excess of the Series Account of the Debt Service Reserve Requirement in the Series Account of the Debt Service Reserve Fund transferred to the Series Bond Redemption Fund pursuant to Section 6.05 hereof; (v) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (vi) from moneys, if any, on deposit in the Series Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to 9.14(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vii) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

(c) *Mandatory Sinking Fund Redemption.* Bonds of a Series may be subject to mandatory sinking fund redemption at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date, in the years and amounts set forth in a Supplemental Indenture.

In connection with such mandatory sinking fund redemption of Bonds, amounts shall be transferred from the applicable Series Account of the Revenue Fund to the Series Sinking Fund Account of the Debt Service Fund, all as more particularly described in Section 6.03 hereof.

The principal amounts of scheduled mandatory sinking fund redemption amounts shall be reduced as specified by the Issuer or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased pursuant to Section 6.04 hereof.

Upon any redemption of Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds of such Series. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Bonds of such Series in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 8.02. Notice of Redemption and of Purchase. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the related Indenture or directed to do so by the Issuer, the Trustee shall cause notice of the redemption, either in whole or in part, to be provided by Electronic Means or mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of such Series Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

- (a) the redemption or purchase date;
- (b) the redemption or purchase price;
- (c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;
- (d) any conditions that must be satisfied for the Bonds to be redeemed on the date of redemption;
- (e) if less than all Outstanding Bonds of a Series to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;
- (f) that on the redemption or purchase date the Redemption Price or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for redemption or purchase, and that interest thereon shall cease to accrue from and after said date; and
- (g) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee.

If at the time of mailing of notice of an optional redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall be entitled "CONDITIONAL NOTICE OF REDEMPTION" or "CONDITIONAL NOTICE OF PURCHASE", as appropriate, and shall expressly state that the redemption or purchase, as appropriate, is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed randomly

from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

The notices required to be given by this Section 8.02 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or printed on the Bonds.

SECTION 8.03. Payment of Redemption Price. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds of a Series so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the related Indenture and shall not be deemed to be Outstanding under the provisions of the related Indenture.

Payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption upon surrender of such Bonds. The Redemption Price of the Bonds to be redeemed, the expenses of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made or by the Issuer, or as specified in a Supplemental Indenture.

SECTION 8.04. Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a mandatory sinking fund redemption amount is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date rounded up or down to the nearest \$5,000 amount in order to maintain Authorized Denominations. The District Manager, on behalf of the Issuer, shall be responsible for calculating such revised sinking fund installments and providing the Trustee with the revised sinking fund installments.

**ARTICLE IX
COVENANTS OF THE ISSUER**

SECTION 9.01. Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute this Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Bonds and the provisions of this Master Indenture and any Supplemental Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whomsoever.

SECTION 9.02. Payment of Principal and Interest on Bonds. The payment of the principal or Redemption Price of and interest on all of the Bonds of a Series issued under the related Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the related Indenture are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds of a Series authorized under the related Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND THE RELATED SUPPLEMENTAL INDENTURE AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, THE PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

SECTION 9.03. Special Assessments; Re-Assessments.

(a) Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer shall levy Special Assessments, and evidence and certify the same to the Tax Collector or cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds.

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series Account in the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 9.04. Method of Collection. Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence, the Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the "Uniform Method"), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. The Issuer shall use its best efforts to enter into and/or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the "Property Appraiser and Tax Collector Agreement") in order to effectuate the provisions of this Section. The Issuer shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Indenture. To the extent that the Issuer is legally prevented from collecting Special Assessments pursuant to the Uniform Method, then the Issuer shall collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

Notwithstanding the immediately preceding paragraph or any other provision in this Master Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the direction of the Majority Holder of a Series of Bonds, requests that the Issuer not use the Uniform Method to collect the Special Assessments levied by the Issuer for the purpose of paying the Debt Service Requirements such Series of Bonds, but instead collect and enforce the Special Assessments levied by the Issuer for the purpose of paying the Debt Service Requirements such Series of Bonds to another available method under the Act, Chapter 170,

Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Special Assessments in the manner and pursuant to the method so requested by the Trustee. Any Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable Landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 9.05. Delinquent Special Assessments. Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer shall, to the extent permitted by law, utilize any other method of enforcement as provided by Section 9.04 hereof, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law. The Issuer covenants not to use the provisions of Chapter 173, Florida Statutes.

SECTION 9.06. Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of Special Assessment Liens. If the Special Assessments levied and collected under the Uniform Method described in Section 9.04 are delinquent, then the applicable procedures for issuance and sale of tax certificates and tax deeds for nonpayment shall be followed in accordance with Chapter 197, Florida Statutes and related statutes. Alternatively, if the Uniform Method is not utilized, and if any property shall be offered for sale for the nonpayment of any Special Assessment, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the Special Assessment (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the Issuer, to the extent the Issuer has available funds, for an amount equal to the balance due on the Special Assessment (principal, interest, penalties and costs, plus attorneys' fees, if any), and the Issuer shall thereupon receive, in its corporate name or in the name of a special purpose entity nominee of the Issuer, the title to the property for the benefit of the Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Account of the Revenue Fund. Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed as herein provided, the Issuer shall cause written notice thereof to be mailed to the Registered Owners of the Series of Bonds secured by such delinquent Special Assessments. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the Issuer, it shall give written notice thereof to such Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it as trustee for the Registered Owners within thirty (30) days after the receipt of the request therefor signed by the Registered Owners of at least twenty-five percent (25%) of the aggregate principal amount of all Outstanding Bonds of the Series payable from

Special Assessments assessed on such property. If directed by an owner of at least twenty-five percent (25%) of the Bonds Outstanding or if the Trustee or the Issuer shall so elect, the Issuer and the Trustee may place title of property received upon foreclosure or deed in lieu of foreclosure into a special purpose entity controlled by the Trustee or such other entity acceptable to the registered Holders of a majority of the Bonds of a Series so effected by such foreclosure, for the benefit of the Registered Owners. If the Issuer determines, after consultation with District Counsel, that there is an obligated person, as defined under the Rule, then in addition to the Issuer, the decision to file a foreclosure action shall be made by at least twenty-five percent (25%) of the Holders of the Bonds so secured by the delinquent Special Assessments and such decision shall be communicated to the Issuer and Trustee in writing.

SECTION 9.07. Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 9.17 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. As soon as practicable after such audit shall become available, a copy of such audit shall be mailed to any Registered Owner upon its written request.

SECTION 9.08. Removal of Special Assessment Liens. Except as otherwise provided in a Supplemental Indenture with respect to a related Series of Bonds, the following procedures shall apply in connection with the removal of Special Assessment liens:

(a) At any time from the date of levy of Special Assessments on a parcel of District Lands through the date that is thirty (30) days after the related Project has been completed and the Board has adopted a resolution accepting such Project as provided by Section 170.09, Florida Statutes, as amended, any owner of property subject to the Special Assessments may, at its option, require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments that relate to a Series of Bonds by paying to the Issuer the entire amount of such Special Assessment on such property, without interest. The Issuer shall promptly notify the Trustee in writing of any Prepayment made under such circumstances. Accrued interest on the principal amount of any Bonds that would be redeemed as a result of such Prepayment made within thirty (30) days after the Board has adopted a resolution accepting the Project shall be derived from moneys on deposit in the Capitalized Interest Account and, if no moneys remain, from moneys on deposit in the Interest Account, and, if no moneys remain therein, from moneys on deposit in the Debt Service Reserve Account.

Upon receipt of a Prepayment as described in the immediately preceding paragraph, the Issuer shall immediately, but in any event within two (2) Business Days following the receipt of such Prepayment moneys, pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Special Assessment has been paid in full or in part and that such Special Assessment lien is thereby released and extinguished if paid in full or such Special Assessment lien shall be reduced if the Landowner only made a partial Prepayment. Upon receipt of any such moneys from the Issuer

the Trustee shall immediately deposit the same into the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) hereof. In connection with such Prepayment, the Trustee shall calculate the credit authorized pursuant to Section 6.05 hereof, and transfer such credit to the Bond Redemption Fund to be used together with such Prepayment for the redemption of Bonds in accordance with Section 8.01(b)(i) hereof.

(b) Notwithstanding the foregoing, and consistent with the proceedings of the Issuer relating to the imposition and levy of the Special Assessments, any Landowner may at any time require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount of the Special Assessment, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty (40) calendar days before an Interest Payment Date), attributable to the property subject to Special Assessment owned by such owner.

(c) Upon receipt of a Prepayment as described in (a) and (b) above, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Special Assessment has been paid or otherwise satisfied and that such Special Assessment lien is thereby released and extinguished. Except as otherwise provided by a Supplemental Indenture, upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the applicable Series Account within the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) or (ii) hereof, as the case may be.

SECTION 9.09. Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account of the Revenue Fund (except that amounts received as Prepayments of Special Assessments shall be designated by the Issuer as such upon delivery to the Trustee and shall be deposited directly into the related Series Account within the Bond Redemption Fund).

SECTION 9.10. Construction to be on District Lands. The Issuer covenants that no part of the Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of the Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

SECTION 9.11. Operation, Use and Maintenance of Project. The Issuer shall establish and enforce reasonable rules and regulations governing the use of the Project owned by the Issuer, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the Issuer shall operate, use and maintain the Project owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations; the Issuer shall maintain and operate the Project owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

SECTION 9.12. Observance of and Compliance with Valid Requirements. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Project. The Issuer shall not, except as otherwise permitted in Sections 9.23 and 9.24 of this Article, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

SECTION 9.13. Payment of Operating or Maintenance Costs by State or Others. The Issuer may permit the United States of America, the State, the County, or any of their agencies, departments or political subdivisions to pay all or any part of the cost of maintaining, repairing and operating the Project out of funds other than Pledged Revenues.

SECTION 9.14. Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

(a) Except as otherwise provided in subsection (d) of this Section, the Issuer will carry or cause to be carried, in respect of each Project, comprehensive general liability insurance (covering bodily injury and property damage) issued by one or more insurance companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth herein below.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of the Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations which are to be provided in an annual report, as required by Section 9.21 hereof. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to the Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

All insurance policies of the Issuer relating to the Project shall be carried with companies authorized to do business in the State, with a Best rating of no less than "A" as to management and Class "V" as to financial strength; provided, however, that if, in the opinion of the District Manager, adequate insurance protection under reasonable terms, conditions, provisions and cost cannot be purchased from an insurance company with the above-designated ratings, then the District Manager, on behalf of the Issuer, may secure such insurance protection as the Issuer determines to be in its best interests and otherwise consistent with this Master Indenture and any Supplemental Indenture; provided further, however, that the Issuer may act as a self-insurer in accordance with the requirements of subsection (d) hereof. All policies providing the insurance coverages required by this Section shall designate the Issuer as the loss-payee and shall be made payable to the Issuer.

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of the Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the

Issuer, but subject to the limitations hereinafter described, either (i) into a separate subaccount within the Acquisition and Construction Fund to be established by the Trustee for such purpose, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. The Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

(d) The Issuer shall be entitled to provide all or a portion of the insurance coverage required by subsections (a) and (b) of this Section through Qualified Self Insurance, provided that the requirements hereinafter set forth in this subsection (d) are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a company or association in which the Issuer has a material interest or of which the Issuer has control, either singly or with others.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations.

(e) Copies of all recommendations and approvals made by the Consulting Engineer under the provisions of this Section shall be filed with the District Manager.

SECTION 9.15. Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 9.14 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

Any appraisal or adjustment of any loss or damage under any policy of insurance required under the Indenture, whether such policy is payable to the Issuer or to the Trustee, and any settlement or payment of indemnity under any such policy which may be agreed upon by the Issuer and any insurer shall be evidenced by a certificate, signed by the District Manager approved by the Consulting Engineer, and filed with the Trustee. The Trustee shall in no way be liable or responsible for the collection of insurance moneys in case of any loss or damage.

SECTION 9.16. Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

SECTION 9.17. Books, Records and Annual Reports. The Issuer shall keep proper books of record and account in accordance with Generally Accepted Accounting Principles (separate from all other records and accounts) consistently applied and consistent with the provisions of this Master Indenture and any Supplemental Indenture, in which complete and correct entries shall be made of its transactions relating to the Project, and which, together with all other books and records of the Issuer, including, without limitation, insurance policies, relating to the Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

SECTION 9.18. [Reserved].

SECTION 9.19. Employment of Certified Public Accountant. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform accounting and auditing functions and duties required by the Act and this Master Indenture and any Supplemental Indenture.

SECTION 9.20. Establishment of Fiscal Year, Annual Budget. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established by Certified Resolution of the Issuer and is filed with the Trustee to hold solely as a repository and with no duty to review the contents thereof.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget with respect to the Project for such Fiscal Year for the payment of anticipated operating and maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. If for any reason the Issuer shall not have adopted the Annual Budget with respect to the Project on or before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year shall, until the adoption of the new Annual Budget, be deemed in force for the ensuing Fiscal Year. The Issuer may at any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Master Indenture and any Supplemental Indenture. Copies of such amended or supplemental Annual Budget shall be mailed by the Issuer to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.21. Employment of Consulting Engineer; Consulting Engineer's Report.

(a) The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

(b) The Issuer shall cause the Consulting Engineer to make an inspection of any portions of the Project owned by the Issuer at least once in each Fiscal Year and, on or before the first day of July in each Fiscal Year, to submit to the Board a report setting forth (i) its findings as to whether such portions of the Project owned by the Issuer have been maintained in good repair, working order and condition, (ii) its recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purpose and (iii) the insurance to be carried under the provisions of Section 9.14 hereof and the amount that should be set aside monthly for the purpose of paying insurance premiums which fall due less often than monthly.

Promptly after the receipt of such reports by the Issuer, copies thereof shall be mailed by the Issuer to all Bondholders who shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.22. Audit Reports. The Issuer covenants to keep accurate records and books of account with respect to the Project, and covenants that, no later than 270 days after the end of each Fiscal Year, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the Issuer and any security held therefor and any investments thereof. Copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed by said Secretary to the Consulting Engineer and to all Bondholders who shall have filed their names and addresses with him for such purpose.

SECTION 9.23. Covenant Against Sale or Encumbrance; Exceptions. The Issuer covenants that, (a) except for those improvements comprising the Project that are to be conveyed

by the Issuer to the County, the State Department of Transportation or another governmental entity, as to which no assessments of the Issuer will be imposed and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber the Project, or any part thereof. Subject to the provisions of Section 9.29 hereof, the Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the related Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Acquisition and Construction Fund.

Upon any sale of property relating to the Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars (\$50,000) under the provisions of this Section, the Issuer shall provide written notice to the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

Subject to obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion of interest on the Bonds for federal income tax purposes, the Issuer may lease or grant easements, franchises or concessions for the use of any part of the Project not incompatible with the maintenance and operation thereof, if the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement, franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of related Series Account in the Acquisition and Construction Fund.

SECTION 9.24. No Loss of Lien on Pledged Revenue. The Issuer shall not do or omit to do, or suffer to be done or omit to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee under any arbitrage rebate agreement.

SECTION 9.25. Compliance with Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Project and the issuance of the Bonds.

SECTION 9.26. Issuance of Additional Obligations. The Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues, except in the ordinary course of business.

SECTION 9.27. Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been

transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

SECTION 9.28. Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

SECTION 9.29. Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes (“Tax-Exempt Bonds”) which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 of the Code or “private activity bonds” as that term is defined in Section 141, of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Tax-Exempt Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of Tax-Exempt Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds.

SECTION 9.30. Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the Issuer to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

SECTION 9.31. Bankruptcy or Insolvency of Landowner. For purposes of this Section 9.31, (a) each Series of Bonds secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the “Affected Bonds” and (b) the Special Assessments levied against any Insolvent Taxpayer’s property and pledged under one or more Supplemental Indentures as security for the Affected Bonds are collectively referred to herein as the “Affected Special Assessments”.

The provisions of this Section 9.31 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a

“Proceeding”). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the Issuer shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The Issuer agrees that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The Issuer acknowledges and agrees that, although the Affected Bonds were issued by the Issuer, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the Issuer hereby agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) to the extent permitted by law, the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the Issuer, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the Issuer, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee’s enforcement of the Issuer claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

SECTION 9.32. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the Issuer or the Developer (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Bonds of a Series and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.32. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

SECTION 10.01. Events of Default and Remedies. Except to the extent otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, events of default and remedies with respect to each Series of Bonds shall be as set forth in this Master Indenture.

SECTION 10.02. Events of Default Defined. Each of the following shall be an “Event of Default” under the Indenture, with respect to a Series of Bonds:

(a) if payment of any installment of interest on any Bond of such Series is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond of such Series is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the Issuer, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, as determined by the Majority Holder of such Series of Bonds; or

(d) if the Issuer proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the Issuer or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the Issuer defaults in the due and punctual performance of any other covenant in the Indenture or in any Bond of such Series issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have

been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holder of the Outstanding Bonds of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) written notice shall have been received by the Trustee from a Credit Facility Issuer securing Bonds of such Series that an event of default has occurred under the Credit Facility Agreement, or there shall have been a failure by said Credit Facility Issuer to make said Credit Facility available or to reinstate the interest component of said Credit Facility in accordance with the terms of said Credit Facility, to the extent said notice or failure is established as an event of default under the terms of a Supplemental Indenture; or

(g) if at any time the amount in the Debt Service Reserve Fund or any account therein is less than the Debt Service Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to pay debt service on any Series of Bonds and such amount has not been restored within thirty (30) days of such withdrawal; or

(h) if at any time after eighteen months following issuance of the related series of Bonds, more than twenty percent (20%) of the “maintenance special assessments” levied by the Issuer on the District Lands upon which the Special Assessments are levied to secure one or more Series of Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the Issuer before recognizing that an Event of Default under (c) above has occurred.

SECTION 10.03. No Acceleration; Redemption. No Series of Bonds issued under this Master Indenture shall be subject to acceleration. Upon occurrence and continuance of an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII hereof shall occur unless all of the Bonds of the Series where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series of Bonds agree to such redemption; provided however nothing in this Section 10.03 shall prevent a pro rata default distribution pursuant to Section 10.12 herein.

SECTION 10.04. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of this Master Indenture or any other provision of this Master Indenture to the contrary, the following provisions shall apply with respect to the Special Assessments securing a Series of Bonds and such Series of Bonds.

If any property shall be offered for sale for the nonpayment of any Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Special Assessments (principal, interest, penalties and costs, plus attorneys’ fees, if

any), the property may then be purchased by the Issuer for an amount equal to the balance due on the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the Issuer and the Issuer shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the applicable Series of Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Holder, but shall not be obligated, to direct the Issuer with respect to any action taken pursuant to this Section. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Revenue Account. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as Trustee for the Owners of the applicable Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Holder.

SECTION 10.05. Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holder of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

- (a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds of such Series and to perform its or their duties under the Act;
- (b) bring suit upon the Series of Bonds;
- (c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Bonds of such Series;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds of such Series; and
- (e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series of Bonds.

SECTION 10.06. Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 10.07. Bondholders May Direct Proceedings. Subject to Section 10.08 below, the Majority Holder of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

SECTION 10.08. Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written

notice of an Event of Default, (b) the Majority Holder of the Outstanding Bonds of the applicable Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including attorneys' fees, costs and expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.09. Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

SECTION 10.10. Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 10.11. Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.12. Application of Moneys in Event of Default. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following order of priority:

(a) to the payment of the costs of the Trustee and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including counsel fees, costs and expenses and any disbursements of the Trustee and the Paying Agent and payment of unpaid fees owed to the Trustee, the Registrar or the Paying Agent.

(b) unless the principal of all the Bonds of such Series shall have become or shall have been declared due and payable:

FIRST, to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND, to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date,

together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

(c) if the principal of all Bonds of a Series shall have become or shall have been declared due and payable, to the payment of principal or Redemption Price (as the case may be) and interest then owing on the Bonds of such Series and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or Redemption Price and interest ratably, without preference or priority of one Bond of such Series over another or of any installment of interest over any other installment of interest.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

SECTION 10.13. Trustee's Right to Receiver; Compliance with Act. During the continuance of an Event of Default, the Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 10.14. Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article X shall apply to and be binding upon any receiver appointed in accordance with Section 10.13 hereof.

SECTION 10.15. Credit Facility Issuer's Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, if any Event of Default, other than Events of Default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion

thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

ARTICLE XI

THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 11.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee. The Trustee further agrees to assist the Issuer in complying with the procedures and covenants of the Issuer contained in any arbitrage rebate agreement to which the Issuer is a party and which specifically pertain to the Trustee for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, to the extent applicable.

SECTION 11.02. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

SECTION 11.03. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder and the advice of such Counsel or any opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon; the Trustee shall not be answerable for the default or misconduct of any attorney or agent selected and supervised by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture and any Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or breach of its obligations hereunder. The Trustee shall not be accountable for the use or application of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. None of the provisions of this Indenture shall require the Trustee to expend or risk its

own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 11.04. Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct, negligence or breach of its obligations hereunder. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by the Trustee or coming into its hands but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall promptly provide to the Issuer a periodic report of any moneys the Trustee has deducted for amounts owing to it. This Section 11.04 shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

SECTION 11.05. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

SECTION 11.06. Notice of Default; Right to Investigate. The Trustee shall give written notice by first-class mail to registered Holders of a Series of Bonds of all defaults known to the Trustee, unless such defaults have been remedied (the term “defaults” for purposes of this Section and Section 11.07 being defined to include the events specified as “Events of Default” in Article X hereof, but not including any notice or periods of grace provided for therein); provided that, except in the case of a default in payment of principal or interest or Redemption Price, the Trustee may withhold such notice so long as it in good faith determines that such withholding is in the interest of the Bondholders. The Trustee shall not be deemed to have notice of any default other than a payment default under this Master Indenture and any Supplemental Indenture or a notification by a Credit Facility Issuer of a default under its Credit Facility, unless notified in writing of such default by the Majority Holder of the Outstanding Bonds of a Series. The Trustee may, however, at any time require of the Issuer full information as to the performance of any covenant hereunder, and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Issuer, an investigation into the affairs of the Issuer.

SECTION 11.07. Obligation to Act on Defaults. The Trustee shall be under no obligation to take any action in respect of any default or otherwise, unless it is requested in writing to do so by the Majority Holder of the Outstanding Bonds which are or would be, upon the taking of such action, subject to remedial proceedings under Article X of this Master Indenture if in its opinion such action may tend to involve expense or liability, and unless it is also furnished with indemnity satisfactory to it.

SECTION 11.08. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, electronic mail, facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture and any Supplemental Indenture; the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

SECTION 11.09. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture and any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer; provided, however, that if the Trustee determines that any such relation is in conflict with its duties under this Master Indenture and any Supplemental Indenture, it shall eliminate the conflict or resign as Trustee.

SECTION 11.10. Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture and any Supplemental Indenture, and except as otherwise provided in Article XIII of this Master Indenture, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such construction.

SECTION 11.11. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture and all Supplemental Indentures by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by Electronic Means or mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent, Registrar and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

SECTION 11.12. Removal of Trustee. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under this Master Indenture or any Supplemental Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Majority Holder of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar and Credit Facility Issuer, if any.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Majority Holder of the Bonds then Outstanding or the Trustee may petition a court of competent jurisdiction for the appointment of a successor trustee.

SECTION 11.13. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Credit Facility Issuer, if any, and any rating agency that shall then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Majority Holder of all Bonds then Outstanding may appoint a successor Trustee or the Trustee may petition a court of competent jurisdiction for the appointment of a successor trustee.

SECTION 11.14. Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

SECTION 11.15. Instruments of Succession. Subject to Section 11.16 hereof, any successor Trustee shall, subject to Section 11.16 hereof, execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon written request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights to indemnity under Section 11.04 hereof.

SECTION 11.16. Merger of Trustee. Any corporation, purchaser or entity into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation,

purchaser or entity resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation, purchaser or entity that acquires the Trust Accounts of any Trustee hereunder, shall be the successor Trustee under this Master Indenture and all Supplemental Indentures, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation, purchaser or entity continuing to act as Trustee hereunder shall meet the requirements of Section 11.14 hereof, and if such corporation, purchaser or entity does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article XI. The Trustee may not resign as the Paying Agent or the Registrar without resigning as Trustee. The Trustee shall provide prompt written notice following the transaction(s) contemplated by this Section.

SECTION 11.17. Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09, 11.10 and 11.16 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

SECTION 11.18. Resignation of Paying Agent or Registrar. The Paying Agent or Registrar may resign and be discharged of the duties created by this Master Indenture and all Supplemental Indentures by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, and any rating agency that shall then have in effect a rating on any of the Bonds, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation not less than three (3) weeks prior to such resignation date to the Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

SECTION 11.19. Removal of Paying Agent or Registrar. The Paying Agent or Registrar may be removed at any time prior to any Event of Default by the Issuer by filing with the Paying Agent or Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by the Issuer appointing a successor, or an instrument or instruments in writing designating, and accompanied by an instrument or appointment by the Issuer of, such successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Registrar appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder.

SECTION 11.20. Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs

shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

SECTION 11.21. Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (i) authorized by law to perform all the duties imposed upon it by this Master Indenture and all Supplemental Indentures and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$50,000,000.

SECTION 11.22. Judicial Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the Successor Registrar or Paying Agent to the Issuer, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent, or and shall so notify the Issuer, any rating agency that shall have issued a rating on the Bonds, and all Bondholders.

SECTION 11.23. Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, such predecessor Paying Agent or Registrar and the Issuer shall, after payment of its fees and expenses, execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder, except for its rights under Section 11.04 hereof, as applicable, pursuant to Section 11.17 hereof, of such predecessor Paying Agent or Registrar and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

SECTION 11.24. Successor by Merger or Consolidation. Any corporation, purchaser or entity into which any Paying Agent or Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation, purchaser or entity resulting from any merger

or consolidation to which any Paying Agent or Registrar hereunder shall be a party, or any corporation, purchaser or entity which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Paying Agent or Registrar under this Master Indenture and all Supplemental Indentures without the execution or filing of any paper or any further act on the part of the parties thereto, anything in this Master Indenture or any Supplemental Indenture to the contrary notwithstanding.

SECTION 11.25 Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 11.26 Signatures. All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent to the Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by the Issuer (or such other digital signature provider as specified in writing to the Trustee by the authorized representative)), in English.

ARTICLE XII ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

SECTION 12.01. Acts of Bondholders; Evidence of Ownership of Bonds. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

ARTICLE XIII AMENDMENTS AND SUPPLEMENTS

SECTION 13.01. Amendments and Supplements Without Bondholders' Consent. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

(a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(b) for any purpose not inconsistent with the terms of the related Indenture, or to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of the related Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;

(c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of any Project to the State, the County, or any department, agency or branch thereof, or any other unit of government of the State, provided, however, that the Issuer shall have caused to be delivered to the Trustee an opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders; and

(d) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190 and 197, Florida Statutes, so long as, in the opinion of counsel to the Issuer, such changes either: (i) do not have a material adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

SECTION 13.02. Amendments with Bondholders' Consent. Subject to the provisions of Section 13.01 hereof, this Master Indenture and any Supplemental Indenture may be amended from time to time by a Supplemental Indenture approved by the Majority Holder of the Bonds then Outstanding in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture including, but not limited to, any material amendment to the Special Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds to be so amended.

SECTION 13.03. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XIII and in so doing may request, at the expense of the Issuer, and receive and rely on a written opinion of Counsel that such Supplemental Indenture or amendment is so permitted and has been duly authorized by the Issuer, that all things necessary to make it a valid and binding agreement have been done.

ARTICLE XIV DEFEASANCE

SECTION 14.01. Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the "Escrow Agent") moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion

thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds and Accounts established under the Indenture shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts upon the defeasance in whole of all of the Bonds of a Series.

SECTION 14.02. Deposit of Funds for Payment of Bonds. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Escrow Agent (i) a verification from a firm of independent certified public accountants stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds, and (ii) an opinion of Bond Counsel that such deposit and payment will not adversely affect the exclusion from gross income of interest on any defeased Tax-Exempt Bonds, and that the lien of the Owners of the defeased Bonds under this Indenture is discharged.

Money so deposited with the Escrow Agent which remains unclaimed two (2) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Escrow Agent in default with respect to any covenant in the

Indenture or the Bonds of the Series contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Escrow Agent, before making payment to the Issuer, may, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

ARTICLE XV MISCELLANEOUS PROVISIONS

SECTION 15.01. Limitations on Recourse. No personal recourse shall be had for any claim based on this Master Indenture or any Supplemental Indenture or the Bonds against any member of the Board of the Issuer, officer, employee or agent, past, present or future, of the Issuer or of any successor body as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

The Bonds of each Series are payable solely from the Pledged Revenues, and any other moneys held by the Trustee under the Indenture for such purpose. There shall be no other recourse under the Bonds, the Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

SECTION 15.02. Payment Dates. In any case where an Interest Payment Date or the maturity date of the Bonds or the date fixed for the redemption of any Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 15.03. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Bonds.

SECTION 15.04. Illegal Provisions Disregarded. If any term of Master Indenture or any Supplemental Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such terms or provisions to Persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.

SECTION 15.05. Substitute Notice. If for any reason it shall be impossible to make publication of any notice required hereby in a newspaper or newspapers, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 15.06. Notices. Any notice, demand, direction, request or other communication authorized or required by this Master Indenture or any Supplemental Indenture to be given to or filed with the Issuer or the Trustee (each a "Notice") shall be in writing and

shall be delivered, by First Class Mail, postage prepaid, or by overnight delivery service, addressed as follows:

(a) As to the Issuer -

Lakefront Estates Community Development District
c/o Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: Michelle Krizen, District Manager
with a copy to –

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attention: Jonathan T. Johnson

(b) As to the Trustee -

U.S. Bank Trust Company, National Association
500 W. Cypress Creek Road, Ste #460
Fort Lauderdale, Florida 33309
Attention: Robert Hedgecock

Except as otherwise provided in this Master Indenture or any Supplemental Indenture, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-Business Day, shall be deemed received on the next Business Day. If any time for giving Notice contained in this Master Indenture or any Supplemental Indenture would otherwise expire on a non-Business Day, the Notice period shall be extended to the next succeeding Business Day. Counsel for the Issuer and counsel for the Trustee may deliver Notice on behalf of the Issuer and the Trustee, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

All documents received by the Trustee under the provisions of this Master Indenture or any Supplemental Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidenced in writing.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by the Issuer by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Issuer shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such

instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 15.07. Controlling Law. This Master Indenture and all Supplemental Indentures shall be governed by and construed in accordance with the laws of the State.

SECTION 15.08. Successors and Assigns. All the covenants, promises and agreements in this Master Indenture and all Supplemental Indentures contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15.09. Headings for Convenience Only. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15.10. Counterparts. This Master Indenture and any Supplemental Indentures may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 15.11. Appendices and Exhibits. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, Lakefront Estates Community Development District has caused this Master Indenture to be executed by the Chair of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and U.S. Bank Trust Company, National Association has caused this Master Indenture to be executed by one of its authorized signatories and, in the case of the District, its seal to be hereunto affixed, all as of the day and year first above written.

**LAKEFRONT ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____

Chair, Board of Supervisors

By: _____
Secretary, Board of Supervisors

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Trustee, Paying Agent and
Registrar

By: _____
Robert Hedgecock, Vice President

EXHIBIT A

**LEGAL DESCRIPTION OF
LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT**

The present boundaries of Lakefront Estates Community Development District are as follows:

[Legal Description to be Added]

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project includes the planning, financing, acquisition, construction, reconstruction, equipping and installation of the following public infrastructure improvements and associated professional fees and incidental costs related thereto pursuant to Chapter 190, Florida Statutes, as amended, including, without limitation, the items listed below, all of which is described in more detail in the Engineer’s Report prepared for the Board of Supervisors of Lakefront Estates Community Development District dated December 20, 2023, prepared by Steven L. Dobbs Engineering, LLC:

	<u>PHASE 1</u>	<u>PHASE 2</u>	<u>PHASE 3</u>	<u>PHASE 4</u>	<u>TOTAL</u>
Land Acquisition	\$5,500,000	\$0	\$0	\$0	\$5,500,000
MITIGATION	\$2,000,000	\$0	\$0	\$0	\$2,000,000
EARTHWORK	\$6,000,000	\$4,000,000	\$2,500,000	\$2,500,000	\$15,000,000
Entrance Features	\$500,000	\$0	\$0	\$0	\$500,000
General	\$3,396,220	\$1,179,860	\$1,028,820	\$1,252,320	\$6,857,220
Water Supply Facilities	\$7,445,764	\$6,102,329	\$5,130,613	\$5,929,068	\$24,607,774
Sewerage Facilities	\$4,572,955	\$2,532,540	\$2,205,290	\$2,905,010	\$12,215,795
Stormwater Facilities	\$851,090	\$783,645	\$281,620	\$363,100	\$2,279,455
Roadway Construction	\$8,298,725	\$6,951,245	\$5,031,920	\$10,048,105	\$30,329,995
LIGHTING	\$1,620,500	\$0	\$0	\$0	\$1,620,500
LANDSCAPING	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,000,000
OPERATION AND MAINT.	\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000
	\$41,685,254	\$23,049,619	\$17,678,263	\$24,497,603	\$106,910,739

EXHIBIT C

[FORM OF BOND]

R-_____

\$_____

**UNITED STATES OF AMERICA
STATE OF FLORIDA**

**LAKEFRONT ESTATES
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND,
SERIES ____**

Interest Rate

Maturity Date

Date of Original Issuance

CUSIP

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Lakefront Estates Community Development District (the "Issuer"), for value received, hereby promises to pay to the Registered Owner shown above or registered assigns, on the Maturity Date set forth above, from the sources hereinafter mentioned, the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on a 360-day year of twelve 30-day months). Principal of and interest on this Bond are payable by U.S. Bank Trust Company, National Association, in Fort Lauderdale, Florida, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), made payable to the Registered Owner and mailed on each Interest Payment Date commencing ____ 1, 20__ to the address of the Registered Owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as Registrar (said U.S. Bank Trust Company, National Association and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"), provided however presentation is not required for payment while the Bonds are registered in book-entry only form. Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to _____1, 20__, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith

cease to be payable to the Registered Owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, GLADES COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized issue of Bonds of the Lakefront Estates Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 2023-7, which was enacted by the Board of County Commissioners of Glades County, Florida on April 11, 2023, designated as "Lakefront Estates Community Development District Special Assessment Bonds, Series ____" (the "Bonds"), in the aggregate principal amount of _____ Dollars (\$_____) of like date, tenor and effect, except as to number. The Bonds are being issued under authority of the laws and Constitution of the State, including particularly the Act, to pay, among other things, the costs of constructing and/or acquiring a portion of the Project (as defined in the herein referred to Indenture). The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of [_____] 1, 2024 (the "Master Indenture"), as amended and supplemented by a _____ Supplemental Trust Indenture dated as of _____ 1, 20__ (the "_____ Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Debt Service Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and

conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the Registered Owners of the Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders, and as to other rights and remedies of the Registered Owners of the Bonds.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State of Florida (the "State") or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the Registered Owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

The Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Bonds shall be made on the dates specified below. Upon any redemption of Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

[Insert Optional, Mandatory, Sinking Fund and Extraordinary Mandatory Redemption Provisions from Series Supplemental Indenture]

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty (30) but not more than sixty (60) days prior to the date of redemption to all Registered Owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the Registered Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Partial Redemption of Bonds. If less than all the Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds pursuant to an optional redemption, such redemption shall be effectuated by redeeming Bonds of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of the Indenture. In the case of any partial redemption of Bonds pursuant to an extraordinary mandatory redemption, such redemption shall be effectuated by redeeming Bonds pro rata among the maturities, treating each date on which a mandatory sinking fund redemption amount is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds to be redeemed multiplied times a fraction the numerator of which is the principal amount of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds outstanding immediately prior to the redemption date.

This Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the Registered Owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Issuer or the Trustee.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the Registered Owner thereof in person

or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, Lakefront Estates Community Development District has caused this Bond to be signed by the manual signature of the Chair of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**LAKEFRONT ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____, 2024

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Twentieth Judicial Circuit of the State of Florida, in and for Charlotte, Collier, Glades, Hendry and Lee Counties, Florida rendered on the ____ day of _____, 2024.

Chair, Board of Supervisors

Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and
not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)
Under Uniform Transfer to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT D
FORM OF REQUISITION

LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 20__

The undersigned, a Responsible Officer of the Lakefront Estates Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of [_____] 1, 20[___], as supplemented by that certain _____ Supplemental Trust Indenture dated as of _____ 1, 20__ (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number:
- (2) Name of Payee pursuant to Acquisition Agreement:
- (3) Amount Payable:
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the property acquired or the services rendered, with respect to which disbursement is hereby requested.

**LAKEFRONT ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any requisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

RESOLUTION 2023-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID 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 Lakefront Estates 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 *Engineer’s Report*, dated October, 2023, 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, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, 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 *Master Special Assessment Methodology Report*, dated December 20, 2023, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (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 LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray a portion of the cost of the Improvements.
2. 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.
3. The total estimated cost of the Improvements is \$_____ (the "Estimated Cost").
4. The Assessments will defray approximately \$_____, which amounts include the Estimated Costs, plus financing-related costs, capitalized interest and a debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. 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.
7. 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.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual 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.
9. 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.

10. 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.

11. 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 Lee County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 20th day of December, 2023.

ATTEST:

**LAKEFRONT ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Engineer's Report, dated _____, 2023

Exhibit B: Master Special Assessment Methodology Report, dated December 20, 2023

RESOLUTION 2023-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, 2023, AT _____ .M. AT _____, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Lakefront Estates Community Development District (the “Board”) has previously adopted Resolution 2023-___ entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEFRONT ESTATES COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID 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 2023-___, 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 2501A Burns Road, Palm Beach Gardens, Florida 33410, 561-630-4922 (the “District Records Office”).

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

1. There is hereby declared a public hearing to be held at _____ .m. on _____, 2023, at _____, 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. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager at 2501A Burns Road, Palm Beach Gardens, Florida 33410, 561-630-4922.

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 Lee 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 Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 20th day of December, 2023.

ATTEST:

**LAKEFRONT ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

December 20, 2023

RE: Lakefront Estates Community Development District

The Lakefront Estates Community Development District is required to select an auditor to perform the audit for the district for the years ending September 30, 2023, September 30, 2024 and September 30, 2025; with an option for an additional two-year renewal.

In accordance with the Auditor Selection procedures as outlined by Florida Statute 218.391, the District has established the auditor selection criteria and has placed a legal advertisement requesting proposals from qualified audit firms.

Grau & Associates was the only firm to respond to the legal advertisement requesting proposals to perform the fiscal year ending September 30, 2023, September 30, 2024 and September 30, 2025 audits. The proposed fee for the audit for fiscal year ending September 30, 2023 is \$3,400.00. The proposed fee for the audit for fiscal year ending September 30, 2024 is \$3,500.00. The proposed fee for the audit for fiscal year ending September 30, 2025 audit is \$3,600.00. The proposed fee for the audit for fiscal year ending September 30, 2026 (option year) is \$3,700.00. And the proposed fee for the audit for fiscal year ending September 30, 2027 (option year) is \$3,800.00.

The proposal has a provision that if Debt is issued the fees would be adjusted accordingly upon approval from all parties.

It is recommended at this time that Grau & Associates be hired to perform the September 30, 2023, September 30, 2024 and September 30, 2025 annual government audits and also be selected, subject to fee adjustments for inflation, to perform the fiscal year end audits for the following two years (FYE 9/30/26 and 9/30/27).

Special District Services, Inc.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

LAKEFRONT ESTATES

Community Development District

Proposal Due: September 28, 2023
4:00PM

Submitted to:

Lakefront Estates
Community Development District
c/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Table of Contents

	PAGE
EXECUTIVE SUMMARY / TRANSMITTAL LETTER	1
FIRM QUALIFICATIONS.....	3
FIRM & STAFF EXPERIENCE.....	6
REFERENCES.....	11
SPECIFIC AUDIT APPROACH.....	13
COST OF SERVICES	17
SUPPLEMENTAL INFORMATION	19



September 28, 2023

Lakefront Estates Community Development District
C/o SDS
2501A Burns Road
Palm Beach Gardens, Florida 33410

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023-2025, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Lakefront Estates Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

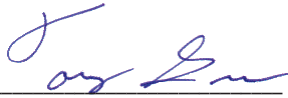
Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



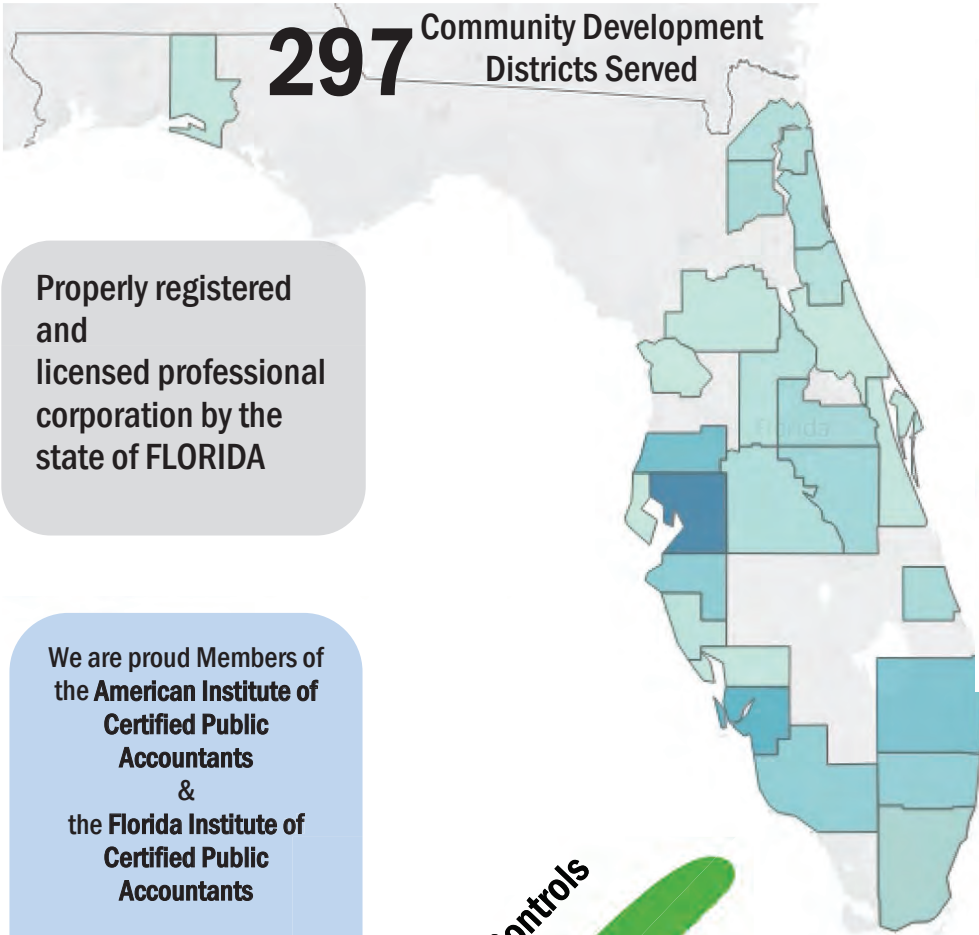
3 Partners
10 Professional Staff
2 Administrative Professionals



2005

Year founded

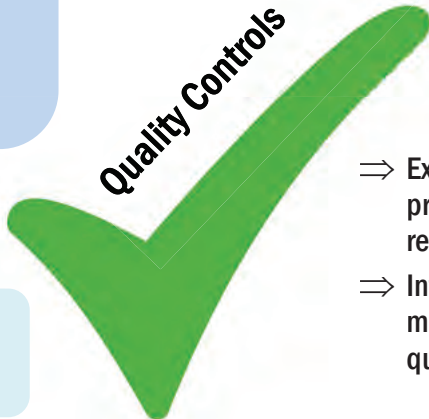
Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Quality Controls



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

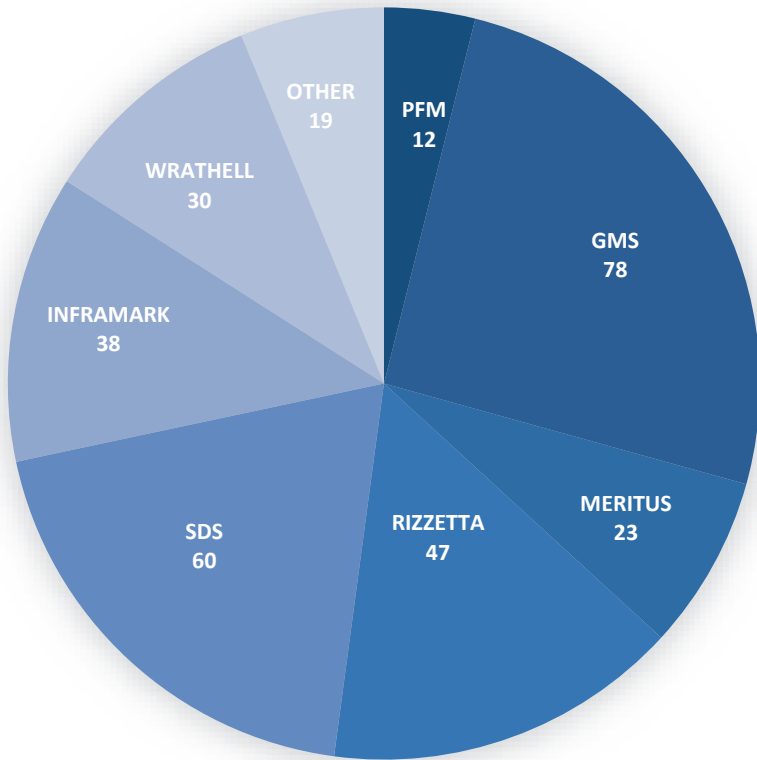
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

*Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 58 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

Racquel McIntosh, CPA (Partner)

*Years Performing Audits: 18+
CPE (last 2 years): Government Accounting, Auditing: 38 hours; Accounting, Auditing and Other: 56 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

-Racquel McIntosh

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

- | | |
|--|--|
| Bayside Improvement Community Development District | St. Lucie West Services District |
| Dunes Community Development District | Ave Maria Stewardship Community District |
| Fishhawk Community Development District (I,II,IV) | Rivers Edge II Community Development District |
| Grand Bay at Doral Community Development District | Bartram Park Community Development District |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| | |
| Boca Raton Airport Authority | |
| Greater Naples Fire Rescue District | |
| Key Largo Wastewater Treatment District | |
| Lake Worth Drainage District | |
| South Indian River Water Control | |

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>58</u>
Total Hours	<u>82</u> (includes of 4 hours of Ethics CPE)



Racquel C. McIntosh, CPA

Partner

Contact: rmcintosh@graucpa.com | (561) 939-6669

Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

Education

Florida Atlantic University (2004)

Master of Accounting

Florida Atlantic University (2003)

Bachelor of Arts:

Finance, Accounting

Clients Served (partial list)

(>300) Various Special Districts, including:
 Carlton Lakes Community Development District
 Golden Lakes Community Development District
 Rivercrest Community Development District
 South Fork III Community Development District
 TPOST Community Development District

Westchase Community Development District
 Monterra Community Development District
 Palm Coast Park Community Development District
 Long Leaf Community Development District
 Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities
 Indian Trail Improvement District
 Pinellas Park Water Management District
 Ranger Drainage District
 South Trail Fire Protection and Rescue Service District

Professional Associations/ Memberships

American Institute of Certified Public Accountants
 Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee
 FGFOA Palm Beach Chapter

Professional Education (over the last two years)

Course

Government Accounting and Auditing
 Accounting, Auditing and Other

Total Hours

Hours

38

56

94 (includes of 4 hours of Ethics CPE)

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

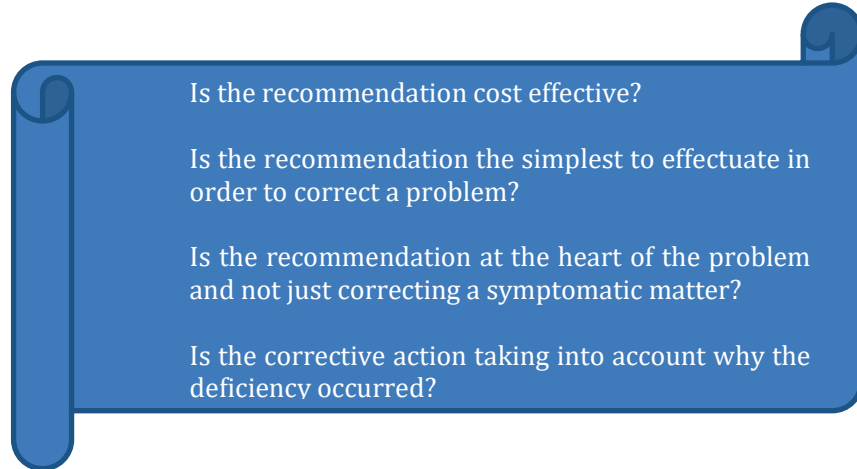
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2023	\$3,400
2024	\$3,500
2025	\$3,600
2026	\$3,700
2027	<u>\$3,800</u>
TOTAL (2023-2027)	<u>\$18,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional debt is issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Fund	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Lakefront Estates Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**