

CREEKVIEW

COMMUNITY DEVELOPMENT

DISTRICT

April 7, 2022

BOARD OF SUPERVISORS

CONTINUED

REGULAR

MEETING AGENDA

Creekview Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 31, 2022

Board of Supervisors
Creekview Community Development District

Dear Board Members:

The Board of Supervisors of the Creekview Community Development District will hold a Continued Regular Meeting on April 7, 2022, at 2:00 P.M., at the offices of Carlton Construction, Inc., 4615 U.S. Highway 17, Suite 1, Fleming Island, Florida 32003. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Requisitions
 - A. Number 1, ECS Florida, LLC [\$2,000.00]
 - B. Number 2, ECS Florida, LLC {\$8,000.00}
 - C. Number 3, Creekview GP, LLC [\$21,539.26]
4. Approval of the Following Issuer's Counsel Bond Documents
 - A. Acquisition Agreement
 - B. Completion Agreement
 - C. Collateral Assignment
 - D. True-Up Agreement
 - E. Declaration of Consent
 - F. Notice of Assessments
5. Approval of the Following Contract Assignments
 - A. Assignment of Unit 1 and 2 Contract
 - B. Assignment of Unit 5A and 5B Contract
 - C. Assignment of APF Road Phase 1 Stormwater Contract
 - D. Assignment of APF Road Phase 1 Construction Contract

ATTENDEES:

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

6. Consideration of Resolution 2022-14, Amending Resolution 2022-12 Entitled “A Resolution of Creekview Community Development District Supplementing Its Resolution 2021-31 by Authorizing the Issuance of its Special Assessment Revenue Bonds, Series 2022 (Areas 1, 2 and 5 Projects) and Special Assessment Revenue Notes, Series 2022 (Master Infrastructure Project) in an Aggregate Principal Amount of not Exceeding \$45,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements; Delegating to the Chair or Vice Chair of the Board of Supervisors of the District, Subject To Compliance with the Applicable Provisions Hereof, the Authority to Award the Sale of Such Series 2022 Obligations to FMSbonds, Inc. by Executing and Delivering to Such Underwriter a Bond Purchase Contract and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of First and Second Supplemental Trust Indentures; Appointing U.S. Bank Trust Company, National Association as the Trustee, Bond Registrar and Paying Agent for Such Series 2022 Obligations; Making Certain Findings; Approving Forms of Said Series 2022 Obligations; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection with the Issuance, Sale and Delivery of Said Series 2022 Obligations; Providing Certain Other Details with Respect to Said Series 2022 Obligations; and Providing an Effective Date” to Revise the Delegated Award Parameters; and Providing an Effective Date
7. Approval of Resolution 2022-15, District Making Certain Findings; Approving the Supplemental Engineer’s Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2021A Bonds; Confirming the Maximum Assessment Lien Securing the Series 2022 Bonds; Levying and Allocating Assessments Securing the Series 2022 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice Of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date
8. Consideration of Resolution 2022-16, Designating Ernesto Torres as Assistant Secretary of the District, and Providing an Effective Date
9. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *England-Thims & Miller, Inc.*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

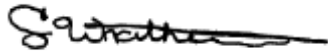
- NEXT MEETING DATE: April 26, 2022 at 9:30 A.M.
- QUORUM CHECK

SEAT 1	Rose Bock	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 2	Mike Taylor	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 3	Blake Weatherly	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 4	Gregg Kern	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 5	Liam O'Reilly	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No

10. Board Members' Comments/Requests
11. Public Comments
12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 7821346157

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3A

FORM OF REQUISITION 2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of March 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number; 1
- (B) Name of Payee; ECS Florida, LLC
14026 Thunderbolt Place, Suite 600
Chantilly, VA 20151
- (C) Amount Payable; \$2,000.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Geotechnical Services – Creekview Trail APF Road (Partial Invoice) Invoice #952508 (Feb 2022)
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District 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.

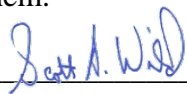
Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.



District Engineer
March 8, 2022



PLEASE REMIT TO:
ECS FLORIDA, LLC
14026 THUNDERBOLT PLACE, SUITE 600
CHANTILLY, VA 20151

Invoice Date

3/2/2022

Invoice Number

952508

Always Refer To
Above Number

PROJECT NAME: Creekview Trail APF Road
Clay, FL

TO: Gregg F. Kern
 Creekview CDD
 7807 Baymeadows Road East
 Suite 205
 Jacksonville, FL 32256

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

**Please Pay
This Amount:**

\$2,000.00

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
35:T95900	35:31224-A	2/26/2022	DUE UPON RECEIPT

Description	Quantity	Units	Unit Price	Extension	Total
Partial Invoice for Geotechnical Services					\$2,000.00
				Subtotal:	\$2,000.00

Invoice Total - Please Remit => \$2,000.00

If you have any questions regarding this invoice,
 please contact **Nathan Hildreth** at 904.880.0960

*** BUDGET SUMMARY ***

Budget Estimate:	\$14,100.00
Previously Invoiced:	\$10,600.00
Amt. This Invoice:	\$2,000.00
Amt. Remaining:	\$1,500.00

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3B

FORM OF REQUISITION 2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of March 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number; 2
- (B) Name of Payee; ECS Florida, LLC
14026 Thunderbolt Place, Suite 600
Chantilly, VA 20151
- (C) Amount Payable; \$8,000.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Geotechnical Services – Creekview Trail APF Road (Partial Invoice) Invoice #938657 (Jan 2022)
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District 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.

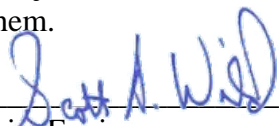
Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.



District Engineer

March 31, 2022



PLEASE REMIT TO:
ECS FLORIDA, LLC
14026 THUNDERBOLT PLACE, SUITE 600
CHANTILLY, VA 20151

Invoice Date

1/5/2022

Invoice Number

938657

Always Refer To
Above Number

PROJECT NAME: Creekview Trail APF Road
Clay, FL

TO: Gregg F. Kern
 Creekview CDD
 7807 Baymeadows Road East
 Suite 205
 Jacksonville, FL 32256

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

**Please Pay
This Amount:**

\$8,000.00

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
35:T95900	35:31224-A	1/1/2022	DUE UPON RECEIPT

Description	Quantity	Units	Unit Price	Extension	Total
Partial Invoice for Geotechnical Services					\$8,000.00
				Subtotal:	\$8,000.00

Invoice Total - Please Remit => \$8,000.00

If you have any questions regarding this invoice,
 please contact **Nathan Hildreth** at 904.880.0960

*** BUDGET SUMMARY ***

Budget Estimate: \$12,600.00
 Previously Invoiced: \$0.00
 Amt. This Invoice: \$8,000.00
 Amt. Remaining: \$4,600.00

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

3C

REQUISITION #3

2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Creekview Community Development District
Clay County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(Phase 1 Project)

The undersigned, a Responsible Officer of the Creekview Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: **3**
- (B) Name of Payee: **Creekview GP, LLC**
- (C) Amount Payable: **\$21,539.26**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Professional legal costs related to the construction of the Phase 1 Project and validation of bonds.**
- (E) Account from which disbursement to be made: **2022 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 1 Project;

4. each disbursement represents a Cost of the Phase 1 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District 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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Phase 1 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 1 Project improvements being acquired from the proceeds of the Series 2022 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 1 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 1 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 1 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

District Engineer

8:30 PM

03/28/22

Accrual Basis

Creekview CDD
Transactions by Account
Due to Developer - 201
All Transactions

Type	Date	Num	Memo	Debit	Credit	Balance
207.000 · Due to Other Funds						
207.300 · Due to Developer						
General Journal	09/30/2021	2	FUNDING REQUEST #1		9,342.02	9,342.02
General Journal	11/09/2021	6	FUNDING REQUEST #2		528.00	9,870.02
General Journal	12/16/2021	11	FUNDING REQUEST #3		209.24	10,079.26
Total 207.300 · Due to Developer				0.00	10,079.26	10,079.26
Total 207.000 · Due to Other Funds				0.00	10,079.26	10,079.26
TOTAL				0.00	10,079.26	10,079.26



INVOICE

Invoice # 161
Date: 09/01/2021
Due On: 10/01/2021

P.O. Box 6386
Tallahassee, Florida 32314

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 00001

General Counsel

Type	Date	Notes	Quantity	Rate	Total
Service	08/01/2021	Review, update and prepare organizational documents for org meeting review TA confer with Chair re: engineers report, bond counsel engagement, etc.	2.40	\$310.00	\$744.00
Service	08/03/2021	Review and edit master engineers report and confer re: organizational meeting related to same	0.80	\$305.00	\$244.00
Service	08/06/2021	Send comments to bond resolution and master trust indenture confer with Kilinski regarding same.	0.40	\$265.00	\$106.00
Service	08/09/2021	Confer with DM re: meeting ad and schedule update documents with revised information and transmit same review engineers report confer with district manager confer re: meeting schedule and disclosure documents	0.80	\$305.00	\$244.00
Service	08/10/2021	Research status of organizational meeting documents.	0.20	\$265.00	\$53.00
Service	08/11/2021	Prepare form of bond team financing agreement.	0.30	\$265.00	\$79.50
Service	08/18/2021	Prepare MOA oversight agreement.	0.40	\$265.00	\$106.00
Service	08/20/2021	Review 170.03 resolution and confer with staff re: organizational documents/status of meeting materials	0.30	\$305.00	\$91.50
Service	08/23/2021	Attend conference call regarding impact fee credits and first bond issuance.	0.80	\$265.00	\$212.00
Service	08/23/2021	Confer re: MOA agreement and finalize same review updated 170.03 resolution review updated ER and AM and confer on same	0.60	\$305.00	\$183.00
Service	08/24/2021	Review draft agenda and send comments confer with district manager's office regarding timing of receiving signed resolutions.	0.40	\$265.00	\$106.00
Service	08/25/2021	Multiple agenda calls with Board members re:	1.40	\$305.00	\$427.00

		organizational meeting review updated agenda and prepare landowner election documents confer with staff re: September meeting timeline and notices required therefore			
Service	08/26/2021	Finalize preparations for Board meeting, including conference call with Board member re: meeting review materials and transmit supplemental information on validation related to same	0.60	\$305.00	\$183.00
Service	08/26/2021	Analyze statutory requirements for stormwater needs assessment and prepare memorandum to district manager and district engineer regarding same.	0.20	\$265.00	\$53.00
Service	08/27/2021	Prepare for Board meeting travel to/from and attend Board meeting confer re: validation filing	7.90	\$305.00	\$2,409.50
Expense	08/27/2021	Mileage	346.00	\$0.56	\$193.76
Expense	08/27/2021	Meals	1.00	\$15.66	\$15.66
Service	08/27/2021	Prepare notice of landowner election and proxy, ballot, and election instruction forms prepare RF notice for district engineering services prepare notice of rulemaking and rule development for Rules of Procedure prepare notice of uniform method hearing prepare notice of hearings on F 21 and F 22 budgets.	2.40	\$265.00	\$636.00
Service	08/27/2021	Analyze statutory requirements for meeting notice prepare memorandum to district manager regarding same.	0.10	\$265.00	\$26.50
Service	08/30/2021	Send notices of rulemaking, uniform method hearing, budget hearing, and landowner election to district manager's office for publication confirm meeting schedule.	0.30	\$265.00	\$79.50
Service	08/30/2021	Review rules notice review assessment notice review RF notice review uniform method notice and confer re: landowners election review property owner and confer re: proxy/ballot information review validation correspondence and transmit information on same confer re: updates to ROP and rulemaking notices and confer with DM re: same	1.10	\$305.00	\$335.50
Service	08/30/2021	Review/update and transmit resolution and information re: meeting notice requirements and waiver thereof transmit stormwater management planning requirements confer on same	0.20	\$305.00	\$61.00

Subtotal **\$6,584.42**

CRKVIEW - 00102**Creekview Validation**

Type	Date	Notes	Quantity	Rate	Total
Service	08/04/2021	Begin review of indenture and bond documents for validation	0.80	\$305.00	\$244.00
Service	08/05/2021	Review and provide comments on bond resolution and master trust indenture.	0.00	\$305.00	\$0.00
Service	08/11/2021	Confer with engineer and methodology consultant re: assessment structure and public improvements and validation options for same□confer with Chairman on same□review updated report and transmit sample language on same	0.60	\$305.00	\$183.00
Service	08/17/2021	Review and provide comments to draft Master Assessment Methodology.	0.90	\$265.00	\$238.50
Service	08/17/2021	Review Capital Improvement Plan and Special Assessment Methodology Report□prepare 170.03 resolution declaring special assessments and transmit to staff□review establishment documents and timeline□ review bond resolution and master trust indenture□ prepare summary document and bond validation complaint.	2.90	\$245.00	\$710.50
Service	08/18/2021	Finalize comments on draft master assessment methodology and send to district manager.	0.20	\$265.00	\$53.00
Service	08/19/2021	Review mobility fee agreement□attend conference call regarding mobility fee credits and B-bond structure.	0.50	\$265.00	\$132.50
Service	08/19/2021	Conference call re: engineers report and methodology structure□review mobility fee agreement for impacts on the validation documents and indenture□transmit summary of same	0.90	\$305.00	\$274.50
Service	08/19/2021	Draft bond validation complaint.	0.80	\$245.00	\$196.00
Service	08/23/2021	Review and revise validation complaint□add ordinance as Exhibit A.	0.40	\$265.00	\$106.00
Service	08/23/2021	Conference call re: financing structure and validation documents□update edits to same	0.40	\$305.00	\$122.00
Service	08/26/2021	Review updated agenda package, updated Capital Improvement Plan Report, and updated Assessment Methodology□add resolution details to validation complaint.	0.70	\$265.00	\$185.50
Service	08/27/2021	Compile final versions of bond resolution and assessment resolution□update validation complaint and	2.50	\$265.00	\$662.50

		coordinate recording of same <input type="checkbox"/> update validation complaint to remove validation of assessments.			
Service	08/27/2021	Prepare filing of bond validation complaint.	0.90	\$170.00	\$153.00
Expense	08/27/2021	<input type="checkbox"/> validation Filing Fee: Filing of Creekview CDD Bond <input type="checkbox"/> validation Complaint	1.00	\$414.00	\$414.00
Service	08/27/2021	Confer with staff regarding bond validation documents and aid in compiling final memorandums in support of same.	0.90	\$245.00	\$220.50
Service	08/30/2021	Confirm Assistant State Attorney assigned to Creekview validation <input type="checkbox"/> prepare draft answer and acknowledgment of service and send to ASA.	0.90	\$265.00	\$238.50
				Subtotal	\$4,134.00
				Total	\$10,723.42

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
161	10/01/2021	\$10,723.42	\$0.00	\$10,723.42
			Outstanding Balance	\$10,723.42
			Total Amount Outstanding	\$10,723.42

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 327
Date: 10/04/2021
Due On: 11/03/2021

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 00001

General Counsel

Type	Date	Notes	Quantity	Rate	Total
Service	09/01/2021	Attach property description and landowner information to ballot and proxy forms.	0.30	\$265.00	\$79.50
Service	09/01/2021	Review/edit and disseminate proxy and ballot confer with ASA re: status of service and hearing dates	0.50	\$305.00	\$152.50
Service	09/03/2021	Receive and review order granting motion for remote appearance and notice & order to show cause arrange for publication of notice & order to show cause.	0.30	\$265.00	\$79.50
Service	09/07/2021	Prepare website agreements with Strange One and ADA Site Compliance.	1.10	\$265.00	\$291.50
Service	09/07/2021	Update OA maintenance agreement.	0.30	\$265.00	\$79.50
Service	09/07/2021	Confer with FMS re: status of validation and Board meeting calendar confer re: LOE confer re: DM agreement and OA agreement and exhibits related thereto finalize same	0.60	\$305.00	\$183.00
Service	09/08/2021	Prepare resolution adopting Rules of Procedure send draft of OA maintenance agreement for review.	0.70	\$265.00	\$185.50
Service	09/08/2021	Confer with landowner re: proxy/ballot and update same confer re: meeting attendance and proxyholder information	0.20	\$305.00	\$61.00
Service	09/10/2021	Review statement of work from ADA Site Compliance incorporate into agreement and send for signatures.	0.30	\$265.00	\$79.50
Service	09/10/2021	Review proxy and ballot and confer re: same confer re: training requirements confer with Skinners re: meeting options	0.30	\$305.00	\$91.50
Service	09/14/2021	Confirm receipt of landowner proxy save to file review and provide comments to organizational meeting	0.50	\$265.00	\$132.50

		minutes.			
Service	09/15/2021	Review notice received from Florida DMS □ confer with District Manager's office regarding updating registered agent.	0.20	\$265.00	\$53.00
Service	09/26/2021	Review plat updated language and confer re: landowner ownership agreement □ transmit feedback on same	0.30	\$305.00	\$91.50
Service	09/28/2021	Travel to and attend Board meeting.	3.20	\$265.00	\$848.00
Service	09/29/2021	Prepare resolutions and notices for Board meeting.	0.50	\$225.00	\$112.50
Service	09/30/2021	Confirm status of notices for rule adoption hearing, assessment hearing, uniform method hearing, engineer selection, and budget hearing.	0.30	\$265.00	\$79.50
Service	09/30/2021	Prepare resolutions and notices for Board meeting.	0.80	\$225.00	\$180.00
				Subtotal	\$2,780.00

CRKVIEW - 0102

Creekview Validation

Type	Date	Notes	Quantity	Rate	Total
Service	09/02/2021	Review Judge Lester's hearing procedures □ confer with judicial assistant regarding available hearing dates □ prepare motion for remote appearance, proposed order granting leave to appear remotely, and proposed notice and order to show cause □ file same.	2.90	\$265.00	\$768.50
Service	09/07/2021	Correspondence regarding Creekview bond validation documents □ review forms of prehearing memorandum of law and final judgement.	0.40	\$225.00	\$90.00
Service	09/08/2021	Prepare draft joint stipulation of evidence □ prepare certificates for exhibits □ prepare Trustee's certificate.	1.10	\$265.00	\$291.50
Service	09/09/2021	Compile exhibits for joint stipulation of evidence □ prepare sample testimony for District Manager, Bond Counsel, District Engineer, and Chairman.	1.60	\$265.00	\$424.00
Service	09/09/2021	Review Creekview bond validation documents □ review joint stipulation □ draft final judgement and prehearing memorandum of law □ confer with staff regarding same and incorporate edits.	1.60	\$225.00	\$360.00
Service	09/10/2021	Receive copies of oaths of office and affidavit of meeting notice □ add to joint stipulation of evidence □ research judge's filing procedures and confirm with judicial assistant □ prepare prehearing memorandum of	1.80	\$265.00	\$477.00

		law.			
Service	09/10/2021	Review JA and ASA correspondence and confer with Gentry re: memorandum of law and case support for same□review various validation documents and provide comments to same	1.20	\$305.00	\$366.00
Service	09/13/2021	Prepare Creekview validation hearing outline.	0.50	\$225.00	\$112.50
Service	09/13/2021	Review certificates for joint stipulation exhibits and add to joint stipulation package.	0.40	\$265.00	\$106.00
Service	09/14/2021	Revise joint stipulation to include organizational meeting minutes.	0.40	\$265.00	\$106.00
Service	09/14/2021	Prepare Creekview validation hearing outline□make corrections to validation testimony and update bond summary information□prepare assessment resolutions and notices.	1.00	\$225.00	\$225.00
Service	09/15/2021	Finalize sample validation testimony and email validation working group regarding room hearing□ review and revise proposed final judgment.	0.80	\$265.00	\$212.00
Service	09/16/2021	Review status of validation documents and coordinate printing□compile cases to attach to prehearing memorandum of law.	1.20	\$265.00	\$318.00
Service	09/19/2021	Review correspondence and final copies of joint stipulation and final judgment and confer with ASA and judicial assistant on same	0.30	\$305.00	\$91.50
Service	09/21/2021	Review correspondence from ASA and respond to same□review joint stip	0.30	\$305.00	\$91.50
Service	09/22/2021	Review ASA correspondence and review memorandum of law□review final judgment□confer re: inquiries on joint stipulation and correspond on same□transmit testimony to landowners	1.00	\$305.00	\$305.00
Service	09/23/2021	Finalize review of validation related filings□confer with ASA and review court reporter confirmation	0.40	\$305.00	\$122.00
Service	09/27/2021	Follow up on status of mailed copies of joint stipulation and prehearing memorandum of law□confer with Kilinski regarding bond validation proceedings and revise sample testimony from chairman.	0.80	\$265.00	\$212.00
Service	09/27/2021	Confer with Gentry re: developer vs. landowner distinction and options for testimony alternatives□confer with landowner on same□review FJ and judicial correspondence and review same	0.60	\$305.00	\$183.00
Service	09/28/2021	Review FJ and correspondence on same	0.10	\$305.00	\$30.50
Expense	09/28/2021	shipping: □PS shipment	1.00	\$22.55	\$22.55
Expense	09/28/2021	Printing: printing and binding	1.00	\$69.51	\$69.51

Expense	09/28/2021	Printing: printing	1.00	\$3.96	\$3.96
Service	09/30/2021	Update calendar invitation with Zoom link, send reminder and copy of joint stipulation to bond team, verify court reporter.	0.60	\$265.00	\$159.00
Service	09/30/2021	Confer with landowners re: validation outline, testimony and hearing schedule	0.20	\$305.00	\$61.00
				Subtotal	\$5,208.02
				Total	\$7,188.02

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
161	10/01/2021	\$10,723.42	\$0.00	\$10,723.42

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
327	11/03/2021	\$7,988.02	\$0.00	\$7,988.02
Outstanding Balance				\$18,711.44
Total Amount Outstanding				\$18,711.44

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

Invoice # 528
Date: 11/05/2021
Due On: 12/05/2021

P.O. Box 6386
Tallahassee, Florida 32314

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 0102

Creekview Validation

Type	Date	Notes	Quantity	Rate	Total
Service	10/04/2021	Prepare for and attend validation hearing; receive, review, and file final judgment; calendar appeal deadline.	1.10	\$265.00	\$291.50
Service	10/04/2021	Attend validation hearing via zoom and discuss same with Gentry.	0.20	\$225.00	\$45.00
Service	10/04/2021	Confer re: validation with Gentry	0.10	\$305.00	\$30.50
Expense	10/04/2021	Transcription of Hearing: Hearing with Honorable Judge Lester	1.00	\$100.00	\$100.00
Service	10/08/2021	Confer re: status of AM and ER and transmit final judgment and historical documentation to financing team	0.20	\$305.00	\$61.00
				Total	\$528.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
161	10/01/2021	\$10,723.42	\$0.00	\$10,723.42
327	11/03/2021	\$7,988.02	\$0.00	\$7,988.02

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
528	12/05/2021	\$528.00	\$0.00	\$528.00
			Outstanding Balance	\$19,239.44
			Total Amount Outstanding	\$19,239.44

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

Invoice # 854
Date: 12/05/2021
Due On: 01/04/2022

P.O. Box 6386
Tallahassee, Florida 32314

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 0102

Creekview Validation

Type	Date	Notes	Quantity	Rate	Total
Service	11/04/2021	Prepare certificate of no appeal and letter to clerk coordinate mailing.	0.40	\$265.00	\$106.00
Expense	11/08/2021	shipping: <input type="checkbox"/> PS Shipment	1.00	\$13.05	\$13.05
Expense	11/10/2021	shipping: <input type="checkbox"/> PS Shipment	1.00	\$10.69	\$10.69
Service	11/11/2021	Receive and file certificate of no appeal circulate to bond working group.	0.30	\$265.00	\$79.50
				Total	\$209.24

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
161	10/01/2021	\$10,723.42	\$0.00	\$10,723.42
327	11/03/2021	\$7,988.02	\$0.00	\$7,988.02
528	12/05/2021	\$528.00	\$0.00	\$528.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
854	01/04/2022	\$209.24	\$0.00	\$209.24

8:31 PM

03/28/22

Accrual Basis

Creekview CDD
Transactions by Account
Due to Developer - 301
All Transactions

Type	Date	Num	Memo	Debit	Credit	Balance
207.000 · Due to Other Funds						
207.300 · Due to Developer						
General Journal	11/09/2021	6	FUNDING REQUEST #2		1,889.50	1,889.50
General Journal	12/16/2021	11	FUNDING REQUEST #3		2,961.98	4,851.48
General Journal	01/13/2022	13	FUNDING REQUEST #4		3,731.50	8,582.98
General Journal	02/10/2022	18	FUNDING REQUEST #5		2,550.00	11,132.98
General Journal	03/08/2022	24	FUNDING REQUEST #6		327.50	11,460.48
Total 207.300 · Due to Developer				0.00	11,460.48	11,460.48
Total 207.000 · Due to Other Funds				0.00	11,460.48	11,460.48
TOTAL				0.00	11,460.48	11,460.48



INVOICE

Invoice # 527
Date: 11/05/2021
Due On: 12/05/2021

P.O. Box 6386
Tallahassee, Florida 32314

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 00103

Creekview Project Construction

Type	Date	Notes	Quantity	Rate	Total
Service	10/05/2021	Begin compiling CMAR contract shell; confer with on site team re: DPO forms and options related to same	0.80	\$305.00	\$244.00
Service	10/10/2021	Draft CMAR proposal documents, including advertisement, scoring evaluation methodology, contract forms, proposal forms and research related to same	3.20	\$305.00	\$976.00
Service	10/23/2021	Begin review/drafting of CMAR shell documents	0.70	\$305.00	\$213.50
Service	10/24/2021	Research AIA contracting and confer with staff regarding same.	0.40	\$225.00	\$90.00
Service	10/25/2021	Conference call with Kern re: various construction matters; begin RFP preparations related to same	1.20	\$305.00	\$366.00
				Total	\$1,889.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
527	12/05/2021	\$1,889.50	\$0.00	\$1,889.50
Outstanding Balance				\$1,889.50
Total Amount Outstanding				\$1,889.50

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

Invoice # 852
Date: 12/05/2021
Due On: 01/04/2022

P.O. Box 6386
Tallahassee, Florida 32314

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 00103

Creekview Project Construction

Type	Date	Notes	Quantity	Rate	Total
Service	11/03/2021	Confer with project team re: various contract options and documents related to same	0.70	\$305.00	\$213.50
Service	11/15/2021	Continue drafting joint RFP for stipulated price and RFP for CMAR project manual and AIA/EJCDC forms for same review ALF roadway agreement edits and confer with team on same confer re: work authorization for geotechnical services	1.50	\$305.00	\$457.50
Service	11/30/2021	Pull updated EJCDC contract forms and bid forms verify updates against 2013 versions.	0.40	\$265.00	\$106.00
Service	11/30/2021	Draft, review and edit RFP for CMAR and RFP for units 1, 2 and 5 document draft EJCDC general and supplementary conditions and contract documents draft CMAR general conditions, contract form, bond forms, supplementary documents and GMP amendment forms transmit same	6.60	\$305.00	\$2,013.00
Expense	11/30/2021	Document Templates: AIA Contract Document A201 2007	1.00	\$85.99	\$85.99
Expense	11/30/2021	Document Templates: AIA Contract Document A133 2019	1.00	\$85.99	\$85.99

Total **\$2,661.88**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
527	12/05/2021	\$1,889.50	\$0.00	\$1,889.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
852	01/04/2022	\$2,961.98	\$0.00	\$2,961.98
Outstanding Balance				\$4,851.48
Total Amount Outstanding				\$4,851.48

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 906
Date: 01/03/2022
Due On: 02/02/2022

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 00103

Creekview Project Construction

Type	Date	Notes	Quantity	Rate	Total
Service	12/01/2021	Confer with project team re: RFP/CMAR documents and begin updates to same	0.40	\$305.00	\$122.00
Service	12/10/2021	Confer with Kern re: RFP documents begin pulling/compiling CMAR vs. RFP documentation	0.40	\$305.00	\$122.00
Service	12/13/2021	Continue drafting/reviewing CMAR contract and separate RFP documentation confer with Merritt on same	0.60	\$305.00	\$183.00
Service	12/13/2021	Edit RF with master plan consistent language confer with Kilinski	1.50	\$170.00	\$255.00
Service	12/14/2021	Update RFP for CMAR services begin review of general conditions to split Area 1/2/5 and Master Project documents review Kern comments/edits and transmit responses to same	1.10	\$305.00	\$335.50
Service	12/15/2021	Confer with Kern re: project comments, timeline and options and begin updating same	0.60	\$305.00	\$183.00
Service	12/15/2021	Edit RFP Construction Manager at Risk Services confer with Kilinski	0.30	\$170.00	\$51.00
Service	12/16/2021	Continue updating CMAR RFP update notices confer re: evaluation meeting, RFP schedule and related information	0.80	\$305.00	\$244.00
Service	12/17/2021	Review and revise CMAR RF package, form of agreement, general conditions, and insurance and bonds exhibit.	1.80	\$265.00	\$477.00
Service	12/19/2021	Continue updating RFP package, general conditions, notice, evaluation criteria, and timeline update A201, general conditions update A133, contract document and exhibits A and B for consistency	1.60	\$305.00	\$488.00

Service	12/20/2021	Update RFQ documentation and review project teams comments/incorporate same review/edit general conditions, contract documents, bonds, insurance and related documents research pre-con services scope allocations and transmit information on same	2.30	\$305.00	\$701.50
Service	12/21/2021	Update RFQ and supplemental documentation package with ETM comments transmit same confer re: construction notice and timeline for same	1.00	\$305.00	\$305.00
Service	12/21/2021	Edit RFQ/CMAR	0.30	\$170.00	\$51.00
Service	12/22/2021	Continue drafting and updating CMAR documents transmit advertisement on same finalize comments/incorporate documents with engineer feedback and confer with Board member on same	0.70	\$305.00	\$213.50
				Total	\$3,731.50

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
527	12/05/2021	\$1,889.50	\$0.00	\$1,889.50
852	01/04/2022	\$2,961.98	\$0.00	\$2,961.98

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
906	02/02/2022	\$3,731.50	\$0.00	\$3,731.50

Outstanding Balance **\$8,582.18**
Total Amount Outstanding **\$8,582.18**

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 1202
Date: 02/05/2022
Due On: 03/07/2022

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 00103

Creekview Project Construction

Type	Date	Notes	Quantity	Rate	Total
Service	01/04/2022	Review updated CMAR feedback from construction contractor□edit and disseminate same□begin compiling cost forms	0.70	\$310.00	\$217.00
Service	01/04/2022	Revise Preliminary CMAR documents□confer with Kilinski regarding same	1.60	\$170.00	\$272.00
Service	01/11/2022	Attend pre-bid meeting on CMAR□confer re: addendum and follow up from same	0.60	\$310.00	\$186.00
Service	01/12/2022	Review, edit and update addendum no 1 to project bid package□prepare proposal response form□review questions from proposers and transmit information on same	1.20	\$310.00	\$372.00
Service	01/13/2022	Conference call with team on addendum and bid form□ update/edit and transmit same	0.70	\$310.00	\$217.00
Service	01/14/2022	Review meeting summary from pre-bid and confer with engineer on same□review addendum no. 1 final and bid proposal and confer with staff.	0.40	\$310.00	\$124.00
Service	01/19/2022	Confer with ETM on CMAR questions and responses to same	0.20	\$310.00	\$62.00
Service	01/21/2022	Final□e resolution ranking CMAR proposals□emails regarding same.	0.20	\$230.00	\$46.00
Service	01/24/2022	Review preliminarily CMAR responses	0.40	\$310.00	\$124.00
Service	01/25/2022	Review CMAR bid responses and do legal sufficiency analysis of same□confer with ETM: confer with Kern re: various options related to same	2.40	\$310.00	\$744.00
Service	01/26/2022	Confer re: completeness and package for □allencourt and review same	0.20	\$310.00	\$62.00

Service	01/27/2022	Review commentary re: CMAR proposals and callencourt signatures and confer on addendum for same	0.30	\$310.00	\$93.00
Service	01/29/2022	Review addendum correspondence on confer with staff on same	0.10	\$310.00	\$31.00
				Total	\$2,550.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
527	12/05/2021	\$1,889.50	\$0.00	\$1,889.50
852	01/04/2022	\$2,961.98	\$0.00	\$2,961.98
906	02/02/2022	\$3,731.50	\$0.00	\$3,731.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
1202	03/07/2022	\$2,550.00	\$0.00	\$2,550.00	
				Outstanding Balance	\$11,132.18
				Total Amount Outstanding	\$11,132.18

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 1488
Date: 03/06/2022
Due On: 04/05/2022

Creekview CDD
2300 Glades Road Suite 410W
Boca Raton, Florida 33431

CRKVIEW - 00103

Creekview Project Construction

Type	Date	Notes	Quantity	Rate	Total
Service	02/01/2022	Confer with Kern re: CMAR project documents and transmit information on same	0.30	\$310.00	\$93.00
Service	02/01/2022	Confer with Kilinski regarding construction plans for Phase II Project.	0.30	\$265.00	\$79.50
Service	02/07/2022	Review CMAR request for documentation and confer with staff on same	0.30	\$310.00	\$93.00
Service	02/11/2022	Confer with P&J re: records request and documents for same	0.20	\$310.00	\$62.00
Total					\$327.50

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
527	12/05/2021	\$1,889.50	\$0.00	\$1,889.50
852	01/04/2022	\$2,961.98	\$0.00	\$2,961.98
906	02/02/2022	\$3,731.50	\$0.00	\$3,731.50
1202	03/07/2022	\$2,550.00	\$0.00	\$2,550.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1488	04/05/2022	\$327.50	\$0.00	\$327.50
			Outstanding Balance	\$11,460.48
			Total Amount Outstanding	\$11,460.48

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

4A

**AGREEMENT BETWEEN THE
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND
CREEKVIEW GP, LLC REGARDING THE ACQUISITION OF
WORK PRODUCT, IMPROVEMENTS AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (“**District**”); and

CREEKVIEW GP, LLC, a Delaware limited liability company (together with its successors and assigns, “**Developer**”).

RECITALS

WHEREAS, the District was established by Ordinance of the Clay County Board of County Commissioners enacted on June 22, 2021, and effective as of June 29, 2021, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure as authorized by Chapter 190, Florida Statutes (“**Act**”); and

WHEREAS, the Developer is currently the owner and developer of certain lands in Clay County (“**County**”), located within the boundaries of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of acquiring, planning, financing, constructing, installing, operating and/or maintaining certain improvements, including, but not limited to, recreational facilities, stormwater management improvements, irrigation, landscape, roadways, and other improvements within or without the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021, describing the Master Infrastructure Project, as may be supplemented from time to time, including in conjunction with the District’s issuance of its Series 2022 Bonds as is hereinafter defined (the “**Engineer’s Report**” describing the “**Capital Improvement Plan**”), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the District is presently in the process of issuing bonds in one or more series (the “**Series 2022 Bonds**”) to finance a portion of the design, construction or acquisition of certain infrastructure improvements, as defined and set forth in the Capital Improvement Plan, as supplemented to describe the improvements to be financed with the District’ Series 2022 Bonds in the District’s *Creekview Community Development District First Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 1 Project)* (the “**Phase 1 Project**”); and

WHEREAS, the District does not have sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Capital Improvement Plan, including the Phase 1 Project (“**Work Product**”); or (ii) construction and/or installation of all of the improvements comprising the Capital Improvement Plan, including the Phase 1 Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Developer’s need to commence or cause commencement of development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advance funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“**Real Property**”) from Developer and to provide an agreement for reimbursement to the Developer under the terms and conditions herein.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. WORK PRODUCT AND IMPROVEMENTS. The Phase 1 Project, as may be amended from time to time, represents those Improvements and Work Product that have met the requirements of this Agreement, have been acquired by the District, and are eligible for reimbursement to the Developer when the Series 2022 Bonds are issued. In the event that the Series 2022 Bonds are issued, the parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement, as may be amended from time to time, on such date or dates as the parties may jointly agree upon in writing, for all future acquisitions of Work Product or Improvements (“**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of its capital improvement plan, as may be adopted in the future.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by or on behalf of the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of

conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. **Costs** – Subject to any applicable legal requirements (such as, but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Series 2022 Bonds, and the requirements of this Agreement, the District shall pay the lesser of: (i) the actual cost creation/construction of the Work Product or Improvements; and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of: (i) the actual cost of creation/construction of the Work Product or Improvements; and (ii) the fair market value of the Work Product or Improvements.
- c. **Conveyances on “As-Is” Basis** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as-is” basis. Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. **Transfers to Third-Party Governments** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.

- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the District Engineer has inspected the Work Product and/or Improvements well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements; (ii) the Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, County regulations and code and, if applicable, FDOT regulations and code; (iii) the Improvements are within the scope of the Act are expected to be included in the District's capital improvement plan and financed through the issuance of Series 2022 Bonds were installed in accordance with their specifications, are free from obstruction, and are capable of performing the functions for which the Improvements were intended; (iv) the total costs associated with the Improvements are accurate and representative of what was actually paid by Developer or its affiliate or assign to create and/or construct the Improvements; (v) all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (vi) the Improvements specifically benefit property within the boundaries of the District.

3. CONVEYANCE OF REAL PROPERTY. When the Series 2022 Bonds are issued, the parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement, as may be amended from time to time, on the Acquisition Date. In the event of such an acquisition, the Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Phase 1 Project, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real

Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for the Real Property is not necessary and, in such cases, shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right, easement and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Developer’s ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the

expected assessment and millage rates giving effect to the greatest discount available for early payment.

- i.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. *Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. ACQUISITIONS AND BOND PROCEEDS. The District shall in good faith pursue the issuance of the Series 2022 Bonds to finance portions of the Phase 1 Project. In the event that the District issues the Series 2022 Bonds and has bond proceeds available to finance portions of the Phase 1 Project acquired by the District, and subject to the terms of the applicable documents relating to the Series 2022 Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement as may be amended from time to time; provided, however, that in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, then the District shall not be obligated to make payment for such acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this

Agreement to pay for all acquisitions related to the Phase 1 Project, and, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

6. 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 and/or specific performance.

7. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. 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 the District and the Developer. Additionally, this Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders and noteholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding, which consent shall not be unreasonably withheld.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement ("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:** Creekview Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, FL 32303
Attn: District Counsel

B. If to Developer: Creekview GP, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, FL 32256
Attn: Liam O'Reilly

With a copy to: Patricia Nolan, Esq.
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256

Except as otherwise provided in this Agreement, 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 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 District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, 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.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

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

13. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Developer's obligations hereunder.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

15. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public record and treated as such in accordance with Florida law.

16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred by sovereign immunity or by other operation of law.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. EFFECTIVE DATE. This Agreement shall be effective as of February 4, 2022.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the parties below execute the Acquisition Agreement.

Attest:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESSES:

CREEKVIEW GP, LLC, a Delaware limited liability company

Print Name: _____

By: Michael C. Taylor
Its: Vice President

Exhibit A: *Engineer's Reports*

Exhibit A

Engineer's Report, dated August 26, 2021 (describing the "Master Infrastructure Project"), and the *Creekview Community Development District First Supplemental Engineer's Report to the Capital Improvement Plan (Phase 1 Project)* issued in conjunction with the Series 2022 Bonds

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

4B

**AGREEMENT BETWEEN THE CREEKVIEW COMMUNITY DEVELOPMENT
DISTRICT AND CREEKVIEW GP, LLC, REGARDING THE
COMPLETION OF DISTRICT IMPROVEMENTS**

THIS COMPLETION AGREEMENT (the “**Agreement**”) is made and entered into this 12th day of April, 2022, by and between:

Creekview Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

Creekview GP, LLC, a Delaware limited liability company, the primary owner and developer of lands within the boundary of the District, and whose address is 7807 Baymeadows Road E, Suite 205, Jacksonville, FL 32256 (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping, streetlighting, and other public infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner of certain lands in Clay County, Florida, generally identified as Phase 1 (Areas 1, 2, and 5), located within the boundaries of the District and described by **Exhibit A** (the “**Series 2022 Assessment Area**” or “**Landowner Lands**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 (“**Master Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**”), as supplemented by the *Creekview Community Development District First Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 1 Project)*, dated February 14, 2022 (the “**2022 Engineer’s Report**”, and the improvements described therein, the “**Phase 1 Project**”, which together with the Master Engineer’s Report, herein after collectively the “**Engineer’s Report**”), attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the total cost of the Capital Improvement Plan is estimated to be approximately \$90,549,000; and

WHEREAS, a Final Judgment was issued on October 4, 2021, validating the authority of the District to issue up to \$115,325,000 in aggregate principal amount of Creekview Community Development District Special Assessment Revenue Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing \$25,000,000 of Creekview Community Development District Special Assessment Revenue Bonds, Series 2022, to finance a portion of the Phase 1 Project (the “**Series 2022 Bonds**”); and

WHEREAS, the Phase 1 Project will be completed generally over the area known as the Series 2022 Assessment Area as described in the District’s *Final First Supplemental Special Assessment Methodology Report*, dated March 24, 2022, which supplements that certain *Master Special Assessment Methodology Report*, dated August 23, 2021 (together, the “**Assessment Report**”) and as also described in the Engineer’s Report; and

WHEREAS, in order to ensure that the Phase 1 Project is completed and funding is available in a timely manner to provide for completion, the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Phase 1 Project over and above the Series 2022 Bonds, including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated herein by this reference as a material part of this Agreement.

2. COMPLETION OF PHASE 1 PROJECT. The Landowner and District agree and acknowledge that the District’s proposed Series 2022 Bonds will provide only a portion of the funds necessary to complete the Phase 1 Project. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Phase 1 Project which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs (“**Remaining Project**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Project nor shall anything in this Agreement be construed as prohibiting the District from doing so in the future. The District and Landowner hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project not funded by District bonds or other indebtedness.

(a) When all or any portion of the Remaining Project is the subject of a District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Project under such contract pursuant thereto, including change orders thereto, upon written notice from the District.

(b) When any portion of the Remaining Project is not the subject of a District contract, the Landowner may choose to: (i) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed the Remaining Project; or (ii) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case to a formal determination by the District's Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Future Bonds – The parties agree that any funds provided by Landowner to fund the Remaining Project may be later payable from, and the District's acquisition of the Remaining Project may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Series 2022 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Landowner in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Landowner is in default on the payment of any debt service assessments due on any property owned by the Landowner, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Series 2022 Bonds – to provide funds for any portion of the Remaining Project. The Landowner shall be required to meet its obligations hereunder and complete the Phase 1 Project regardless of whether the District issues any future bonds (other than the Series 2022 Bonds) or otherwise pays the Landowner for any of the Remaining Project. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Landowner for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

(d) Impact Fee Credits – The parties recognize that the District is not anticipated to finance the total amount of the Capital Improvement Plan and portions of the Capital Improvement Plan are anticipated to be contributed by the Landowner to the District. To the extent that the District finances improvements that give rise to impact fee credits or similar forms of reimbursement (together, the “**Impact Fee Credits**”), the District shall be entitled to the amount of such Impact Fee Credits in the event that the Landowner's contribution, which may be realized in the form of funding, donation of infrastructure or donation of other qualified improvements or real property, at the completion of the Capital Improvement Plan is less than the amount of Impact Fee Credits

realized by the Landowner for the District's financing of the improvements that gave rise to such credits.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Phase 1 Project may change from that described in the 2022 Engineer's Report, depending upon final design of the Development, permitting or other regulatory requirements over time, or other factors. Material changes to the Phase 1 Project shall be made by a written amendment to the 2022 Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Phase 1 Project shall require the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the bonds then outstanding; however such consent is not necessary when the scope, configuration, size and/or composition of the improvements making up the Phase 1 Project are materially changed in response to a requirement imposed by a regulatory agency.

(b) The District and Landowner agree and acknowledge that any and all portions of the Remaining Project which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government or public utility as is designated in the 2022 Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder is expressly subject to, dependent and conditioned upon: (a) the issuance of the Series 2022 Bonds and use of the proceeds thereof to fund a portion of the Phase 1 Project, and (b) the scope, configuration, size and/or composition of the Phase 1 Project not materially changing without the consent of the Landowner; however, such consent is not necessary and the Landowner must meet its completion obligations when the scope, configuration, size and/or composition of the improvements that make up the Phase 1 Project are materially changed in response to a requirement imposed by a regulatory agency. In the event of a material change to the scope, configuration, size and/or composition of the Phase 1 Project in response to a requirement imposed by a regulatory agency, the Landowner shall not consent to such material change without the prior written consent of the District.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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 actual damages (excluding punitive, special or consequential damages) and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either of the parties is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including

reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. 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 the District and the Landowner.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner, both the District and the Landowner have complied with all the requirements of law, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents and other communications under this Agreement (the “**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: Creekview Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, FL 32303
Attn: Jennifer Kilinski

B. If to Landowner: Creekview GP, LLC
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256
Attn: Liam O’Reilly

With a copy to: Patricia Nolan, Esq.
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256

Except as otherwise provided in this Agreement, 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 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 District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. 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.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

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

Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2022 Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds Outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

11. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other; provided that such consent shall not be unreasonably withheld by the District in the event of a sale of the majority of the Landowner Lands then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Landowner.

14. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

19. TERMINATION. This Agreement shall continue in effect until completion of the Remaining Project, as evidenced by a Notice of Completion from the District Engineer.

[Signatures on following page]

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

Attest:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: Liam O'Reilly
Its: Chairperson

CREEKVIEW GP, LLC, a Delaware limited liability company

Witness

By: Michael C. Taylor
Its: Vice President

Exhibit A: Series 2022 Assessment Area

Exhibit B: *Supplemental Engineer's Report*, dated February 14, 2022

EXHIBIT A

Series 2022 Assessment Area

A PORTION OF SECTIONS 10 AND 16, TOWNSHIP 9 SOUTH, RANGE 20 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGAN AT THE SOUTHWEST CORNER OF THE PLAT OF VILLAGE PARK UNIT 1A-1B, AS RECORDED IN PLAT BOOK 43, PAGES 29 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE NORTH 89°55'04" EAST, ALONG THE SOUTHERLY OF SAID PLAT OF VILLAGE PARK UNIT 1A-1B AS THE EASTERLY PROLONGATION THEREOF, 200.73 FEET, TO THE NORTHWESTERLY CORNER OF THOSE LANDS DESIGNATED AND RECORDED IN OFFICIAL RECORDS BOOK 2374, PAGE 885, OF SAID PUBLIC RECORDS; THENCE NORTH 86°29'40" EAST, ALONG THE SOUTHERLY LINE LAST SAID LANDS, 127.05 FEET; THENCE SOUTH 07°14'05" EAST, 0.57 FEET; THENCE NORTH 87°48'07" EAST, 862.14 FEET; THENCE SOUTH 80°15'31" WEST, 283.08 FEET; THENCE SOUTH 14°52'28" WEST, 574.78 FEET; THENCE SOUTH 89°45'59" WEST, 25.50 FEET; THENCE SOUTH 00°14'05" EAST, 370.80 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE SOUTH 80°34'12" EAST, 566.74 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL 2, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4147, PAGE 1386, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°25'48" WEST, ALONG LAST SAID LINE, 746.64 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 7A, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 496, OF SAID PUBLIC RECORDS; THENCE NORTH 00°12'59" WEST, ALONG LAST SAID LINE, 448.86 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 88°50'50" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESIGNATED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 483 AND OFFICIAL RECORDS BOOK 4178, PAGE 1827, OF SAID PUBLIC RECORDS, 3902.38 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF HENLEY ROAD (COUNTY ROAD NO. 733) (FORMERLY STATE ROAD NO. 730), A VARIABLE WIDTH RIGHT-OF-WAY NOW ESTABLISHED; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, BY THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 03°37'24" WEST, 68.82 FEET; COURSE NO. 2: NORTH 00°18'49" WEST, 206.40 FEET; COURSE NO. 3: NORTH 02°32'30" WEST, 176.21 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 86°25'21" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2069, PAGE 775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 0°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1954, OF SAID PUBLIC RECORDS; THENCE SOUTH 03°11'40" WEST, ALONG LAST SAID LINE, 1799.48 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 7°25'22" EAST, 182.75 FEET; THENCE NORTH 39°10'07" EAST, 80.31 FEET; THENCE SOUTH 83°58'57" EAST, 145.48 FEET; THENCE NORTH 1°57'34" EAST, 203.14 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 850.93 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 09°55'07" WEST, 174.55 FEET; THENCE SOUTH 80°27'16" EAST, 61.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°38'42" EAST, 153.08 FEET; THENCE NORTH 79°33'37" EAST, 206.70 FEET; THENCE SOUTH 49°40'59" EAST, 233.21 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 630.22 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°54'37" WEST, 840.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°37'34" WEST, 812.88 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2030.00 FEET, AN ARC DISTANCE OF 684.42 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°10'03" WEST, 494.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°29'45" EAST, 234.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.72 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°34'01" WEST, 42.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; AND THE NORTHERLY RIGHT-OF-WAY LINE OF SANDROUSE ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°33'57" WEST, ALONG LAST SAID LINE, 480.74 FEET; THENCE NORTH 02°52'15" WEST, 265.44 FEET; THENCE SOUTH 80°14'07'34" WEST, 81.04 FEET; THENCE NORTH 07°22'13" WEST, 160.51 FEET; THENCE NORTH 67°26'45" WEST, 55.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 24.61 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°48'31" WEST, 23.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°34'12" WEST, 144.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.53 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 44°29'11" WEST, 40.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 07°52'57" WEST, 68.61 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 859.79 FEET, AN ARC DISTANCE OF 143.00 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 04°21'17" EAST, 143.61 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 160.62 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 59°12'00" EAST, 44.96 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.00 FEET, AN ARC DISTANCE OF 255.55 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 7°18'50" EAST, 248.09 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 30.92 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 09°12'08" EAST, 29.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.00 FEET, AN ARC DISTANCE OF 16.83 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 28°15'49" EAST, 80.50 FEET; THENCE NORTH 12°18'08" WEST, 307.50 FEET; THENCE NORTH 31°15'51" WEST, 52.58 FEET; THENCE NORTH 30°16'04" WEST, 111.59 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTH-EASTERLY, HAVING A RADIUS OF 179.88 FEET, AN ARC DISTANCE OF 157.13 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 64°16'10" EAST, 126.90 FEET; THENCE NORTH 30°11'30" WEST, 68.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 07°04'32" EAST, 7.20 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 37.65 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND



**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA**

ETM NO. 17-115-02
DRAWN BY: MAJ
DATE: NOVEMBER 2021
PLATE 5A

T:\2021\17-115\17-115-02\AssessmentAreas\AssessmentAreas\ASSESSMENT AREAS\Plate 5 - ASSESSMENT AREAS.dwg, 11/11/21, 11:00 AM, ETM, AutoCAD

EXHIBIT B

*Engineer's Report, dated August 26, 2021 and the
Supplemental Engineer's Report, dated February 14, 2022*

[attached beginning at following page]

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

4C

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) is made and entered into this 12th day of April, 2022, by and between:

CREEKVIEW GP, LLC, a Delaware limited liability company, with a mailing address of 7807 Baymeadows Road E, Suite 205, Jacksonville, FL 32256 (together with its successors and assigns, the “**Landowner**” or “**Assignor**”); and

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**” or “**Assignee**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner is currently the owner of certain lands in Clay County, Florida, described by **Exhibit A** and generally identified as Phase 1 (Areas 1, 2, and 5), located within the boundaries of the District, which lands constitute the assessment area for the allocation of the Series 2022 Assessments securing repayment of the Series 2022 Bonds, as defined herein (the “**Series 2022 Assessment Area**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 (“**Master Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**”), as supplemented by the *Creekview Community Development District First Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 1 Project)*, dated February 14, 2022 (the “**2022 Engineer’s Report**”, and the improvements described therein, the “**Phase 1 Project**”, which together with the Master Engineer’s Report, herein after collectively the “**Engineer’s Report**”), attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the total cost of the Capital Improvement Plan is estimated to be approximately \$90,549,000; and

WHEREAS, a Final Judgment was issued on October 4, 2021, validating the authority of the District to issue up to \$115,325,000 in aggregate principal amount of Creekview Community Development District Special Assessment Revenue Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing \$25,000,000 of Creekview Community Development District Special Assessment Revenue Bonds, Series 2022, to finance a portion of the Phase 1 Project (the “**Series 2022 Bonds**”); and

WHEREAS, the Phase 1 Project will be completed generally over the area known as the Series 2022 Assessment Area as described in the District’s *Final First Supplemental Special Assessment Methodology Report*, dated March 24, 2022, which supplements that certain *Master Special Assessment Methodology Report*, dated August 23, 2021 (together, the “**Assessment Report**”) and as also described in the Engineer’s Report; and

WHEREAS, the District has taken the steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2022 Bonds; and

WHEREAS, the District’s special assessments securing the Series 2022 Bonds (“**Series 2022 Assessments**”) will be imposed on those benefitted lands within the District as more specifically described in Resolutions 2021-30, 2022-04, and 2022-__ (collectively, “**Assessment Resolutions**”); and

WHEREAS, Assignor has acquired, or hereafter may acquire, certain rights in, to, under, or by virtue of certain contracts, agreements, and other documents (“**Development and Contract Rights**”), which now or hereafter affect the Series 2022 Assessment Area and the Phase 1 Project (collectively, “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate development of the Series 2022 Assessment Area, and the allocation of Series 2022 Assessments thereon, consistent with the Engineer’s Report and the Assessment Report until such time as the final platting of the Phase 1 Project (and the payment of any true-up amounts due and securing the Series 2022 Bonds) is completed (“**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Series 2022 Assessments securing the Series 2022 Bonds, the District has certain remedies with respect to the lien of the Series 2022 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (“**Remedial Rights**”); and

WHEREAS, as inducement to the District to issue the Series 2022 Bonds, it is necessary to require the collateral assignment of the Development and Contract Rights for the Series 2022 Assessment Area to complete the Phase 1 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Capital Improvement Program, including the Phase 1 Project, as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2022 Assessments levied against the Series 2022 Assessment Area owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Series 2022 Assessment Area, successors-in-interest (including successors in interest that are affiliates of Landowner) to the Landowner Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Clay County, Florida, except as to Prior Transfers (defined below); and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Capital Improvement Program, including the Phase 1 Project; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the occurrence of certain events described herein.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Assignment.

2. COLLATERAL ASSIGNMENT. In the event of Assignor's default in the payment of the Series 2022 Assessments securing the Series 2022 Bonds, the Assignee shall be entitled to exercise its Remedial Rights to secure control and/or title to the Series 2022 Assessment Area. Such exercise of Remedial Rights by Assignee may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity ("SPE") to hold title to the Series 2022 Assessment Area, as designee of the Assignee. The Assignor hereby agrees to unconditionally collaterally assign to Assignee or its designee, to the extent assignable, and to the extent that they are owned or controlled by Assignor, all of its Development and Contract Rights as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2022 Assessments levied against the Series 2022 Assessment Area. Notwithstanding any contrary terms in this Assignment: the Development and Contract Rights exclude (x) any portion of the Development and Contract Rights which relates solely to lots which have been conveyed to homebuilders or end-users effective as of such conveyance, and (y) any portion of the Development and Contract Rights which relates solely to any portion of the Series 2022 Assessment Area which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Clay County, Assignee, any utility provider, governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or other governing entity or association as may be required by the applicable permits,

approvals, entitlements or regulations affecting the District, if any, and the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a “**Prior Transfer**”). Subject to the foregoing, the Development and Contract Rights shall include the items listed in subsections (i) through (ix), but not be limited to, the following:

- i. Any declaration of covenants of a homeowner’s association governing the Series 2022 Assessment Area, as recorded in the Official Records of Clay County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the “Landowner” or “Declarant” thereunder.
- ii. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, and other improvements to or affecting the Series 2022 Assessment Area.
- iii. Preliminary and final plats and/or site plans for the Series 2022 Assessment Area.
- iv. Architectural plans and specifications for buildings and other improvements to the Series 2022 Assessment Area, other than those associated with homebuilding and home construction.
- v. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Series 2022 Assessment Area and construction of improvements thereon.
- vi. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Series 2022 Assessment Area or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.
- vii. Franchise or other agreements for the provision of water and wastewater service to the Series 2022 Assessment Area, and all hookup fees and utility deposits paid by Assignor in connection therewith.
- viii. Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of Series 2022 Assessment Area by Assignor in connection with the development of the Series 2022 Assessment Area or the construction of improvements thereon.

- ix. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.
- a) This Assignment is not intended to and shall not impair or interfere with the development of the Series 2022 Assessment Area, including, without limitation, any purchase and sale agreements for platted lots with homebuilders (“**Builder Contracts**”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2022 Assessments levied against the Series 2022 Assessment Area owned by the Assignor, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment. Further, this Assignment is not intended to restrict nor shall it be construed as restricting Assignor’s ability to assign Development and Contract Rights in the ordinary course of business, and the Assignor expressly retains the right and a license to use, enforce, sue upon, make claim under and upon and otherwise exercise all rights and remedies of the Assignor related to or arising from the Development and Contract Rights in the event an assignment of Development and Contract Rights under this Assignment becomes effective. However, to the extent the Landowner’s exercise of rights set forth above causes the District to incur any cost, the Landowner agrees to pay such cost. Moreover, the Landowner agrees not to exercise any rights provided for herein in a manner adverse to the District’s interests.
- b) If this Assignment has not become absolute, any portion not previously terminated and/or property released in connection with a Prior Transfer shall automatically terminate upon the earliest to occur of the following events (herein, the “**Term**”): (i) payment of the Series 2022 Bonds in full; and (ii) Development Completion. At Landowner’s request and the District’s confirmation that the provisions of the foregoing have been satisfied, District and Landowner will record a notice or other appropriate instrument in the Public Records of Clay County, Florida, confirming the end of the Term. Without limiting the foregoing, upon a Prior Transfer, the portion of the Series 2022 Assessment Area so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment whether or not the Term has expired as to any other portion of the Series 2022 Assessment Area and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Series 2022 Assessment Area so transferred without making exception for this Assignment.

3. ASSIGNOR WARRANTIES. Assignor represents and warrants to Assignee that, subject to the Builder Contracts now or hereafter executed by Assignor pursuant to the terms of the Builder Contracts:

- a) Other than in connection with the sale of lots to homebuilders or end users located within Series 2022 Assessment Area and in the ordinary course of business, Assignor has made no assignment of the Development and Contract Rights to any person other than Assignee.
- b) To the actual knowledge of Assignor and except as permitted or stated herein, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.
- c) To the actual knowledge of Assignor, there is no material default under the terms of the existing Contract Documents and all such Contract Documents remain in full force and effect.
- d) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.
- e) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.
- f) Any transfer, conveyance or sale of the Series 2022 Assessment Area , shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment (including successors-in-interest that are affiliates of Landowner), except to the extent constituting a Prior Transfer.

4. ASSIGNOR COVENANTS. Assignor covenants with Assignee that during the Term:

- a) Assignor will use commercially reasonable efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to Assignee of any claim of material default relating to the Development and Contract Rights given to or by Assignor, together with a complete copy of any such claim.
- b) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

5. ASSIGNEE OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

6. EVENT(S) OF DEFAULT. Any material breach of the Assignor’s warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and after failure to cure within a reasonable cure period in light of the default (which cure period shall not be less than sixty (60) days (and shall not be construed to extend any other cure periods provided hereunder) unless Assignee, in its sole discretion, agrees to a longer cure period) constitute an Event of Default (“**Event of Default**”). Additionally, the failure to timely pay the Series 2022 Assessments levied and imposed upon lands owned by Assignor shall constitute an Event of Default.

7. REMEDIES UPON EVENT OF DEFAULT. Upon an Event of Default, Assignee or Assignee’s designee may, as Assignee’s sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at Assignee’s option:

- a) Perform any and all obligations of Assignor relating to the Development and Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could;
- b) Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;
- c) Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Series 2022 Assessment Area or the performance of Assignor’s obligations under the Contract Documents. Neither entry upon and taking possession of the Series 2022 Assessment Area nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignee under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and/or
- d) Demand, effective upon the occurrence of an Event of Default, and after Assignor’s receipt of a demand notice from Assignee following and Event of Default, that Assignor use commercially reasonable efforts: (i) at the sole cost and expense of Assignor, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of Assignor or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Assignor’s receipt of a demand notice from following an Event of Default, Assignor will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2022 Bonds) nor waive or release any third party from the performance of any obligation to be performed or liability assumed under the terms of the Contract Documents or from liability on account of any warranty given by such third party, without the prior consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Assignor will not at any time

knowingly take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District or the District's bondholders.

8. AUTHORIZATION OF PERFORMANCE. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between Assignor, as the debtor, and Assignee, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and Assignor grants to Assignee a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, Assignee shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

10. SUCCESSORS; THIRD-PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Series 2022 Assessment Area here from upon a Prior Transfer.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Series 2022 Bonds Outstanding, shall have the right to directly enforce the provisions of this Assignment. The Trustee shall not be deemed to have assumed any obligations under this Assignment. This Assignment may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Holders of the Series 2022 Bonds, which consent shall not be unreasonably withheld.

11. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by both the District and the Landowner.

13. AUTHORIZATION OF EXECUTION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the execution of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

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

A. **If to District:** Creekview Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, FL 32303
Attn: Jennifer Kilinski

B. **If to Landowner:** Creekview GP, LLC
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256
Attn: Liam O’Reilly

With a copy to: Patricia Nolan, Esq.
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256

Except as otherwise provided in this Assignment, 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 Assignment 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 District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. 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.

15. ARM’S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm’s length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in Clay County, Florida.

17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

22. TERMINATION. This Assignment shall continue in effect until it is rescinded in writing by the mutual assent of the parties. This Assignment shall also be terminated upon full payment of the Series 2022 Assessments securing the Series 2022 Bonds, as evidenced by a Termination of Assignment recorded by the District.

23. EFFECTIVE DATE. This Assignment shall be effective after execution by both the District and the Landowner.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

CREEKVIEW GP, LLC,
a Delaware limited liability company

By: _____
Michael C. Taylor, its Vice President

Witness Signature
Printed name: _____

Witness Signature
Printed name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Michael C. Taylor, as Vice President of Creekview GP, LLC, for and on behalf of said entity. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature
Printed name:_____

Chairperson, Board of Supervisors

Witness Signature
Printed name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by Liam O’Reilly, as Chairperson of the Board of Supervisors of the Creekview Community Development District, for and on behalf of the District. She [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Series 2022 Assessment Area

Exhibit B: *Supplemental Engineer’s Report*, dated February 14, 2022

EXHIBIT A

Series 2022 Assessment Area

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE PLAT OF VILLAGE PARK UNIT 1A-1B, AS RECORDED IN PLAT BOOK 63, PAGES 28 THROUGH 36, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE NORTH 88°55'54" EAST, ALONG THE SOUTHERLY OF SAID PLAT OF VILLAGE PARK UNIT 1A-1B AND THE EASTERLY PROLONGATION THEREOF, 3805.73 FEET, TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2374, PAGE 885, OF SAID PUBLIC RECORDS; THENCE NORTH 88°56'43" EAST, ALONG THE SOUTHERLY LINE LAST SAID LANDS, 1270.05 FEET; THENCE SOUTH 00°14'02" EAST, 5.37 FEET; THENCE NORTH 89°48'06" EAST, 382.74 FEET; THENCE SOUTH 26°13'57" WEST, 293.68 FEET; THENCE SOUTH 14°52'38" WEST, 374.78 FEET; THENCE SOUTH 89°48'59" WEST, 25.30 FEET; THENCE SOUTH 00°14'09" EAST, 370.80 FEET; THENCE SOUTH 89°25'48" WEST, 857.75 FEET; THENCE SOUTH 00°34'12" EAST, 566.79 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL 2, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4147, PAGE 1386, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°25'48" WEST, ALONG LAST SAID LINE, 745.04 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL "A", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 490, OF SAID PUBLIC RECORDS; THENCE NORTH 00°13'59" WEST, ALONG LAST SAID LINE, 448.60 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 89°26'30" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 483 AND OFFICIAL RECORDS BOOK 4178, PAGE 1821, OF SAID PUBLIC RECORDS, 3902.98 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF HEALEY ROAD (COUNTY ROAD NO. 738) (FORMERLY STATE ROAD NO. 739), A VARIABLE WIDTH RIGHT-OF-WAY NOW ESTABLISHED; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, R.L.N. THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 00°37'34" WEST, 69.82 FEET; COURSE NO. 2: NORTH 00°18'48" WEST, 266.40 FEET; COURSE NO. 3: NORTH 00°33'32" WEST, 776.21 FEET, TO THE POINT OF BEGINNING TOGETHER WITH.

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1070.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 61°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 02°11'40" WEST, ALONG LAST SAID LINE, 1389.48 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 74°20'32" EAST, 945.75 FEET; THENCE NORTH 39°00'07" EAST, 32.31 FEET; THENCE SOUTH 63°08'53" EAST, 145.48 FEET; THENCE NORTH 72°31'34" EAST, 203.84 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 114.87 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 80°20'07" WEST, 174.55 FEET; THENCE SOUTH 60°20'16" EAST, 61.37 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 370.00 FEET, AN ARC DISTANCE OF 152.33 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°38'42" EAST, 153.08 FEET; THENCE NORTH 75°25'37" EAST, 226.70 FEET; THENCE SOUTH 49°46'59" EAST, 238.21 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 652.30 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°34'33" WEST, 649.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°37'54" WEST, 912.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2030.00 FEET, AN ARC DISTANCE OF 48.45 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°16'03" WEST, 48.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°28'49" EAST, 224.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.13 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°34'03" WEST, 42.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF SANDROG ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°33'09" WEST, ALONG LAST SAID LINE, 880.74 FEET; THENCE NORTH 00°22'15" WEST, 260.44 FEET; THENCE SOUTH 89°37'47" WEST, 93.04 FEET; THENCE NORTH 00°22'13" WEST, 160.51 FEET; THENCE NORTH 87°26'45" WEST, 59.85 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 24.61 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°46'31" WEST, 23.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°56'12" WEST, 144.90 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.83 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 44°22'01" WEST, 40.50 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°33'53" WEST, 96.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 855.79 FEET, AN ARC DISTANCE OF 143.80 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 04°23'17" EAST, 143.61 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.82 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 56°12'08" EAST, 44.98 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.80 FEET, AN ARC DISTANCE OF 265.85 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 71°16'50" EAST, 248.09 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 36.92 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 00°13'28" EAST, 26.83 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.81 FEET, AN ARC DISTANCE OF 65.85 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 28°07'49" EAST, 60.50 FEET; THENCE NORTH 12°58'08" WEST, 207.55 FEET; THENCE NORTH 21°15'51" WEST, 52.45 FEET; THENCE NORTH 30°16'04" WEST, 111.59 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 178.88 FEET, AN ARC DISTANCE OF 137.13 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 64°46'10" EAST, 136.95 FEET; THENCE NORTH 20°11'36" WEST, 80.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 70°04'22" EAST, 7.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 29.00 FEET, AN ARC DISTANCE OF 37.68 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND



**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA**

ETM NO. 17-115-07
DRAWN BY: MAJ
DATE: NOVEMBER 2021
PLATE 5A

T:\2021\17-115\17-115-07\Location\Design\Plan\17-115-07\Area\ASSESSMENT AREAS\Plate 5 - ASSESSMENT AREA.dwg (31 MAY 2021 10:47 AM) (P) Mark Miller

DISTANCE OF NORTH 27°09'43" EAST, 34.21 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°50'04" WEST, 104.58 FEET; THENCE SOUTH 70°09'33" WEST, 84.44 FEET; THENCE SOUTH 84°10'26" WEST, 112.71 FEET; THENCE SOUTH 89°32'23" WEST, 168.79 FEET; THENCE SOUTH 47°02'08" WEST, 110.66 FEET; THENCE SOUTH 42°36'01" WEST, 84.75 FEET; THENCE NORTH 52°32'05" WEST, 103.07 FEET; THENCE SOUTH 37°06'50" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°38'59" WEST, 36.83 FEET; THENCE NORTH 59°04'14" WEST, 80.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 118.88 FEET, AN ARC DISTANCE OF 5.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°19'06" EAST, 0.52 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°27'54" WEST, 34.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°52'08" WEST, 55.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 50.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°14'45" WEST, 50.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1289.88 FEET, AN ARC DISTANCE OF 150.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°13'42" WEST, 150.81 FEET; THENCE NORTH 88°42'23" WEST, 188.14 FEET, TO AFORESAID EASTERLY LINE OF THESE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951; THENCE NORTH 07°11'40" EAST, ALONG LAST SAID LINE, 485.13 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:

COMMENT: AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 488.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1388.48 FEET; THENCE CONTINUE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 485.13 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'23" EAST, 188.94 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1289.88 FEET, AN ARC DISTANCE OF 150.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°15'42" EAST, 150.01 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 50.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°14'45" EAST, 50.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°52'05" EAST, 55.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 28.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°24'54" EAST, 34.53 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 118.88 FEET, AN ARC DISTANCE OF 5.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°07'00" WEST, 0.52 FEET; THENCE SOUTH 55°49'04" EAST, 80.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°36'55" EAST, 36.29 FEET; THENCE NORTH 37°06'50" EAST, 80.00 FEET; THENCE SOUTH 32°52'05" EAST, 103.07 FEET; THENCE NORTH 42°36'01" EAST, 84.75 FEET; THENCE NORTH 47°02'08" EAST, 110.66 FEET; THENCE NORTH 52°32'23" EAST, 168.79 FEET; THENCE NORTH 64°10'26" EAST, 112.71 FEET; THENCE NORTH 70°09'33" EAST, 84.44 FEET; THENCE SOUTH 18°50'04" EAST, 104.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°09'43" WEST, 34.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1038.88 FEET, AN ARC DISTANCE OF 7.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°04'22" WEST, 7.80 FEET; THENCE SOUTH 20°11'36" EAST, 40.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 778.88 FEET, AN ARC DISTANCE OF 132.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°40'10" WEST, 136.85 FEET; THENCE SOUTH 30°16'04" EAST, 111.59 FEET; THENCE SOUTH 21°53'31" EAST, 52.45 FEET; THENCE SOUTH 12°08'05" EAST, 207.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.81 FEET, AN ARC DISTANCE OF 68.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°07'49" WEST, 80.50 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 30.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°31'28" WEST, 29.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.80 FEET, AN ARC DISTANCE OF 385.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°16'56" WEST, 248.09 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 30.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°12'08" WEST, 44.84 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655.79 FEET, AN ARC DISTANCE OF 143.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°23'11" WEST, 143.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°52'57" EAST, 96.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°20'23" EAST, 40.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°50'12" EAST, 144.80 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 24.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°48'31" EAST, 25.50 FEET; THENCE SOUTH 67°28'45" EAST, 58.85 FEET; THENCE SOUTH 02°22'13" EAST, 160.51 FEET; THENCE NORTH 89°37'47" EAST, 83.04 FEET; THENCE SOUTH 00°22'13" EAST, 280.44 FEET, THE NORTHERLY RIGHT OF WAY LINE OF SANRODGE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED; THENCE SOUTH 88°13'55" WEST, ALONG LAST SAID LINE, 1076.37 FEET, TO AFORESAID EASTERLY LINE OF THESE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951; THENCE NORTH 07°11'40" EAST, 1189.94 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:



**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA**

ETM NO. 17-115-07
DRAWN BY: MAJ
DATE: NOVEMBER 2021
PLATE 5B

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COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'21" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 308, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.48 FEET; THENCE NORTH 74°28'32" EAST, 845.75 FEET; THENCE NORTH 50°10'07" EAST, 92.21 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 50°10'07" EAST, 238.80 FEET; THENCE SOUTH 80°20'18" EAST, 155.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°30'07" EAST, 174.55 FEET; THENCE SOUTH 79°51'34" WEST, 203.94 FEET; THENCE NORTH 63°59'53" WEST, 145.48 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH.

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'21" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 308, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.48 FEET; THENCE NORTH 74°28'32" EAST, 845.75 FEET; THENCE NORTH 50°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'18" EAST, 216.84 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 80°20'18" EAST, 165.52 FEET; THENCE SOUTH 80°46'59" EAST, 104.00 FEET; THENCE SOUTH 79°30'37" WEST, 228.70 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°58'42" WEST, 153.08 FEET, TO THE POINT OF BEGINNING.

CONTAINING 231.38 ACRES, MORE OR LESS.



VISION - EXPERIENCE - RESULTS
ENGLAND - THOMAS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 542-3600, Fax: (904) 542-9485
 REG. - 2089 - 12 - 2007/2008

**ASSESSMENT AREAS LEGAL DESCRIPTION
 FOR AREAS 1, 2 AND 5
 CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 50

EXHIBIT B

Supplemental Engineer's Report, dated February 14, 2022

[attached beginning at following page]

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

4D

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
KE Law Group, PLLC
2016 Delta Blvd., Suite 101
Tallahassee, Florida 32303

AGREEMENT BY AND BETWEEN THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AND CREEKVIEW GP, LLC, REGARDING THE TRUE-UP AND PAYMENT OF ASSESSMENTS

THIS AGREEMENT is made and entered into as of this 12th day of April, 2022, by and between:

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, and with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

CREEKVIEW GP, LLC, a Delaware limited liability company, with a mailing address of 7807 Baymeadows Road E, Suite 205, Jacksonville, FL 32256 (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner and/or developer of certain lands located in Clay County, Florida and within the boundaries of the District and generally identified as Phase 1 (Areas 1, 2 and 5), as further described herein and in the attached **Exhibit A** (the “**Series 2022 Assessment Area**”), which makes up a portion of the total lands owned by the Landowner within the District, which description of all Landowner lands within the District is attached hereto as **Exhibit B** (“**Landowner Lands**”); and

WHEREAS, a Final Judgment was issued on October 4, 2021, validating the authority of the District to issue up to \$115,325,000 in aggregate principal amount Creekview Community Development District Special Assessment Revenue Bonds in one or more series to finance the design, acquisition, construction, installation, of community development facilities, services and improvements within and without the boundaries of the District as authorized by the Act and Ordinance (“**Capital Improvement Plan**”); and

WHEREAS, the District has adopted a Capital improvement Plan to finance the planning, design, acquisition and construction of various infrastructure improvements, facilities and services within the District, including within the Series 2022 Assessment Area, and as further detailed in the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 (“**Master Engineer’s Report**”); and

WHEREAS, the Master Engineer’s Report describes various categories of improvements anticipated to be constructed within the District and describes the improvements as a system of interrelated improvements such that all improvements benefit the developable lands within the District, including the lands within the Series 2022 Assessment Area; and

WHEREAS, the *Creekview Community Development District First Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 1 Project)*, dated February 14, 2022 (“**Phase 1 Engineer’s Report**” and the improvements set forth therein the “**Phase 1 Project**”) describes a portion of the Capital Improvement Plan to be financed by the District’s Series 2022 Bonds, as defined herein; and

WHEREAS, the District intends to issue \$25,000,000 of Creekview Community Development District Special Assessment Revenue Bonds, Series 2022 (the “**Series 2022 Bonds**”); and

WHEREAS, pursuant to District Resolution Nos. 2021-30, 2022-04 and 2022-__ (the “**Assessment Resolutions**”), the District has levied a master assessment lien over all lands within the District (“**Master Assessment Lien** and the inchoate assessments secured thereby, the “**Master Assessments**”), including a lien securing assessments on the Series 2022 Assessment Area, which lands are specially benefitted by the Phase 1 Project, to secure the repayment of the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds will be issued pursuant to the terms and provisions of a Master Trust Indenture, dated February 1, 2022 (“**Master Indenture**”), as supplemented by a First Supplemental Trust Indenture dated as of February 1, 2022 (“**First Supplemental Indenture**” and together with the Master Indenture, the “**Indenture**”); and

WHEREAS, the Indenture contemplates that the District may issue future series of its special assessment notes or bonds (“**Future Bonds**”) to finance costs of completing construction and/or acquisition of eligible public infrastructure that makes up the Capital Improvement Plan, including for Landowners’ lands upon Landowners’ request, and such infrastructure is anticipated to be eligible to be financed by Future Bonds; and

WHEREAS, Landowners agree that all developable lands within the District, including all

Series 2022 Assessment Area lands, benefit from the timely design, construction, or acquisition of the improvements that make up the Capital Improvement Plan, including the Phase 1 Project; and

WHEREAS, Landowners agree that the Series 2022 Assessments which were imposed on the Series 2022 Assessment Area have been validly imposed and constitute valid, legal and binding liens upon the Series 2022 Assessment Area, which Series 2022 Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice, publication or in the proceedings to levy, impose and collect the Series 2022 Assessments; and

WHEREAS, the Assessment Report (defined herein) provides that as Series 2022 Assessment Area lands are platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon such Series 2022 Assessment Area lands would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on such assessment area, which assumptions were provided by Landowner; and

WHEREAS, the Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**” and which calculation to determine the True-Up Payment shall be the “**True-Up Calculation**”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowners’ intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2022 Assessments, subject to the terms and conditions contained herein; and

WHEREAS, the *Master Special Assessment Methodology Report*, dated August 23, 2021, as supplemented by the *Final First Supplemental Special Assessment Methodology Report*, dated March 24, 2022 (together, the “**Assessment Report**”), provides that as lands within the Series 2022 Assessment Area are platted or replatted, the allocation of the amounts assessed to and constituting a lien upon the Series 2022 Assessment Area will be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within the Series 2022 Assessment Area, which assumptions were provided by Landowner.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been legally and duly adopted by the District. Landowner further agrees that the Series 2022 Assessments imposed as liens by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2022 Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all Series 2022 Assessments to be collected by mailed notice of the District, said unpaid Series 2022 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law and as may be provided by the Indenture securing each series of bonds.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with the Landowner Lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. *Assumptions as to the Series 2022 Assessments.* As of the date of the execution of this Agreement, Landowner, pursuant to the entitlements obtained by it, anticipates that approximately 1,481 single-family residential units will be constructed within the District (including within the Landowner Lands), with 539 of such single-family residential units, in the size set forth in the Assessment Report, will be constructed within the Series 2022 Assessment Area (“**Anticipated Lots**”).
- B. *Process for Reallocation of Assessments.* For unplatted tracts, the Series 2022 Assessments will initially be levied on unplatted acreage in the Series 2022 Assessment Area and will be reallocated as lands are platted (the “**Reallocation**”). In connection with such platting of acreage, the Series 2022 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2022 Assessments to the residential product types being platted and any remaining property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.
 - (i) Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to

the Reallocation of Series 2022 Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculations is to ensure that the debt associated with the Series 2022 Bonds will be able to be assigned to at least the Anticipated Lots within the Series 2022 Assessment Area necessary to absorb such Series 2022 Assessments. Thus, at the time of platting of any portion of the Series 2022 Assessment Area, or any re-platting thereof, there must be at least the number of Anticipated Lots in the Series 2022 Assessment Area on which to assign the bond debt. If not, subject to the exceptions contained herein, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in the Series 2022 Assessment Area consistent with the Assessment Report.

(iii) The True-Up calculations shall be performed each time the Series 2022 Assessment Area is platted or re-platted.

(iv) If at the time the True-Up calculations are performed, it is determined that less than the Anticipated Lots are to be platted within the Series 2022 Assessment Area, and such shortfall results in insufficient units to absorb the Series 2022 Assessments levied to secure the Series 2022 Bonds then outstanding, a True-Up Payment shall become due and payable by Landowner; provided, however, the Series 2022 Assessment Area may be amended by the District through request of the Landowner to include additional Landowner Lands as may be necessary to allow for platting of the number of units necessary for full absorption of the Series 2022 Assessments. Any such True-Up Payment determined to be due by Landowner shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular installment payable for the Series 2022 Assessment Area lands owned by Landowner. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2022 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payments are made at least forty-five (45) days prior to an interest payment date on the Series 2022 Bonds, Landowner shall include accrued interest as part of the True-Up Payments to such interest payment date. If such True-Up Payments become due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment dates.

(i) The foregoing is based on the District's understanding with Landowner that Landowner will plat or cause to be platted at least the Anticipated Lots within the Series 2022 Assessment Area as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more

or fewer than the anticipated residential dwelling units from being platted. In the event Landowner plats fewer than the Anticipated Lots within the Series 2022 Assessment Area, the Landowner may (a) make a True-Up Payment, or (b) leave unassigned Series 2022 Assessments on un-platted lands within the Series 2022 Assessment Area provided the maximum debt allocation per acre as set forth in the Assessment Resolution and Assessment Report is not exceeded, or (c) amend the Series 2022 Assessment Area to include a sufficient number of units to fully absorb the Series 2022 Assessments outstanding. In no event shall the District collect Series 2022 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Phase 1 Project, including all costs of financing and interest. The District, however, may collect Series 2022 Assessments in excess of the annual debt service related to the Phase 1 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2022 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Series 2022 Assessments collected in excess of the District's total debt service obligation for the Phase 1 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

- A. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the Series 2022 Assessment Area, binding upon Landowner and its successors and assigns as to the Series 2022 Assessment Area lands or portions thereof, and any transferee of any portion of the Series 2022 Assessment Area lands as set forth in this Section, except as permitted by subsection 6.B., below, or subject to the conditions set forth in subsection 6.C., below.
- B. ***Exceptions*** – Landowner shall not transfer any portion of the Series 2022 Assessment Area lands to any third party without complying with the terms of subsection 6.C. herein, other than:
- i. Platted and fully developed lots to homebuilders restricted from re-platting;
 - ii. Platted and fully developed lots to end users; and
 - iii. Portions of the Series 2022 Assessment Area which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.
 - iv. Any transfer of any portion of Series 2022 Assessment Area lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of Series 2022 Assessment Area lands from the scope and effect

of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

- C. **Transfer Conditions** – Landowner shall not transfer any portion of the Series 2022 Assessment Area lands to any third party, except as permitted by Section 6.B. above, without satisfying the following condition (“**Transfer Condition**”): delivering a recorded copy of this Agreement to such third party and satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Series 2022 Assessment Area lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Series 2022 Assessment Area lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection 6.B. herein, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder (the “**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

A. **If to District:** Creekview Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: Jennifer Kilinski

B. **If to Landowner:** Creekview GP, LLC
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256
Attn: Liam O’Reilly

With a copy to:

Patricia Nolan, Esq.
7807 Baymeadows Road E, Suite 205
Jacksonville, FL 32256

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and with the prior written consent of the Trustee of the Series 2022 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties, or until the earlier of the date on which the Series 2022 Assessments are fully allocated to platted units. In any event, this Agreement shall be deemed terminated automatically as to any lot sold to an end-user. This Agreement shall also be deemed terminated automatically on the Series 2022 Assessment Area lands or portion of the Series 2022 Assessment Area lands reflected in a Release of Lien as recorded by the District, so long as conditions for such recorded release are met and are consistent with the terms of this Agreement.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 13. BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal 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 formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon

any person, corporation, or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2022 Bonds, on behalf of the Majority Owners (as defined in the First Supplemental Indenture, dated as of February 1, 2022, and the Second Supplemental Indenture, dated as of February 1, 2022) of the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Clay County, Florida.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

SECTION 18. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Landowner agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Landowner shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Landowner does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Landowner's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Landowner, Landowner

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Landowner acknowledges that the designated Public Records Custodian for the District is Craig Wrathell.

IF LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA, 33431, (561) 561-0010 OR WRATHELLC@WHHASSOCIATES.COM.

[Signature pages follow]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

WITNESSES:

CREEKVIEW GP, LLC, a Delaware limited liability company

Witness Signature
Printed name:_____

By: Michael C. Taylor
Its: Vice President

Witness Signature
Printed name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by Michael C. Taylor, as Vice President of Creekview GP, LLC, for and on behalf of said entity. She/He is personally known to me or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name:_____

Chairperson, Board of Supervisors

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by Liam O’Reilly, as Chairperson of the Board of Supervisors of the Creekview Community Development District, for and on behalf of the District. He is personally known to me or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Series 2022 Assessment Area

EXHIBIT A

Series 2022 Assessment Area

A PORTION OF SECTIONS 19 AND 18, TOWNSHIP 9 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGAN AT THE SOUTHWEST CORNER OF THE PLAT OF VILLAGE PARK UNIT 1A-1B, AS RECORDED IN PLAT BOOK 43, PAGES 29 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE NORTH 89°55'34" EAST, ALONG THE SOUTHERLY OF SAID PLAT OF VILLAGE PARK UNIT 1A-1B AS THE EASTERLY PROLONGATION THEREOF, 200.73 FEET, TO THE NORTHWESTERLY CORNER OF THOSE LANDS DESIGNATED AND RECORDED IN OFFICIAL RECORDS BOOK 3374, PAGE 885, OF SAID PUBLIC RECORDS; THENCE NORTH 86°20'40" EAST, ALONG THE SOUTHERLY LINE LAST SAID LANDS, 127.05 FEET; THENCE SOUTH 07°14'05" EAST, 5.57 FEET; THENCE NORTH 87°48'07" EAST, 802.14 FEET; THENCE SOUTH 80°15'31" WEST, 283.08 FEET; THENCE SOUTH 14°52'28" WEST, 574.78 FEET; THENCE SOUTH 89°45'39" WEST, 25.50 FEET; THENCE SOUTH 00°14'05" EAST, 370.80 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE SOUTH 80°34'12" EAST, 566.74 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL 2, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4147, PAGE 1388, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°25'48" WEST, ALONG LAST SAID LINE, 746.64 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 7A, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 496, OF SAID PUBLIC RECORDS; THENCE NORTH 00°12'59" WEST, ALONG LAST SAID LINE, 448.88 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 88°50'50" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESIGNATED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 483 AND OFFICIAL RECORDS BOOK 4178, PAGE 1827, OF SAID PUBLIC RECORDS, 3902.38 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF HENLEY ROAD (COUNTY ROAD NO. 733) (FORMERLY STATE ROAD NO. 738), A VARIABLE WIDTH RIGHT-OF-WAY NOW ESTABLISHED; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, 176.21 FEET, TO THE POINT OF BEGINNING TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 86°25'21" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2069, PAGE 775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 0°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1954, OF SAID PUBLIC RECORDS; THENCE SOUTH 03°11'40" WEST, ALONG LAST SAID LINE, 1799.48 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 7°25'22" EAST, 182.75 FEET; THENCE NORTH 39°10'07" EAST, 80.21 FEET; THENCE SOUTH 83°58'57" EAST, 145.48 FEET; THENCE NORTH 1°55'34" EAST, 203.84 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 850.93 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 09°55'07" WEST, 174.55 FEET; THENCE SOUTH 87°37'16" EAST, 61.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°38'42" EAST, 153.08 FEET; THENCE NORTH 79°33'37" EAST, 206.70 FEET; THENCE SOUTH 49°40'59" EAST, 233.21 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 630.22 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°54'37" WEST, 840.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°37'34" WEST, 812.88 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2030.00 FEET, AN ARC DISTANCE OF 484.82 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°18'03" WEST, 484.82 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°25'45" EAST, 234.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.72 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°24'02" WEST, 42.82 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE NORTHERLY RIGHT-OF-WAY LINE OF SANDHOUSE ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°53'57" WEST, ALONG LAST SAID LINE, 480.74 FEET; THENCE NORTH 03°22'18" WEST, 265.44 FEET; THENCE SOUTH 89°37'47" WEST, 83.04 FEET; THENCE NORTH 07°22'13" WEST, 160.51 FEET; THENCE NORTH 67°26'45" WEST, 55.80 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 24.67 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°48'31" WEST, 23.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°34'12" WEST, 144.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.53 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 44°25'21" WEST, 40.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 07°55'57" WEST, 68.61 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 888.79 FEET, AN ARC DISTANCE OF 143.00 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 04°21'17" EAST, 143.01 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 160.62 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 59°12'06" EAST, 44.96 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.00 FEET, AN ARC DISTANCE OF 255.55 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 7°18'50" EAST, 248.09 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 35.01 FEET, AN ARC DISTANCE OF 30.92 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 09°12'08" EAST, 29.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.01 FEET, AN ARC DISTANCE OF 46.83 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 28°15'49" EAST, 50.50 FEET; THENCE NORTH 12°18'08" WEST, 307.50 FEET; THENCE NORTH 31°15'51" WEST, 52.88 FEET; THENCE NORTH 30°16'04" WEST, 111.59 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 779.88 FEET, AN ARC DISTANCE OF 137.13 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 64°16'10" EAST, 136.90 FEET; THENCE NORTH 30°11'30" WEST, 68.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET; SAID ARC BEING SUSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 70°14'32" EAST, 7.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 37.65 FEET, SAID ARC BEING SUSTAINED BY A CHORD BEARING AND



**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA**

ETM NO. 17-115-02
DRAWN BY: MAJ
DATE: NOVEMBER 2021
PLATE 5A

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COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°20'21" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3061, PAGE 1776, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 81°21'32" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1931, OF SAID PUBLIC RECORDS; THENCE SOUTH 02°11'42" WEST, ALONG LAST SAID LINE, 1329.95 FEET; THENCE NORTH 34°28'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 62.31 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 39°10'07" EAST, 236.93 FEET; THENCE SOUTH 80°20'16" EAST, 195.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUBSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°10'07" EAST, 174.55 FEET; THENCE SOUTH 75°57'34" WEST, 203.84 FEET; THENCE NORTH 67°59'43" WEST, 146.48 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°20'21" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3061, PAGE 1776, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 81°21'32" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1931, OF SAID PUBLIC RECORDS; THENCE SOUTH 02°11'42" WEST, ALONG LAST SAID LINE, 1329.95 FEET; THENCE NORTH 34°28'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 62.31 FEET; THENCE SOUTH 80°20'16" EAST, 195.57 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 80°20'16" EAST, 105.52 FEET; THENCE SOUTH 49°46'08" EAST, 304.01 FEET; THENCE SOUTH 75°59'31" WEST, 226.70 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUBSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 06°28'42" WEST, 153.08 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:

CONTAINING 231.28 ACRES, MORE OR LESS.



VISION - EXPERIENCE - RESULTS
 ENGLAND - THOMAS & MILLER, INC.
 14725 SW 30, Aqueduct Road, Jacksonville, FL 32224
 TEL: (904) 942-8828 FAX: (904) 942-8442
 WWW: WWW.ETM-INC.COM

**ASSESSMENT AREAS LEGAL DESCRIPTION
 FOR AREAS 1, 2 AND 5
 CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
 CLAY COUNTY, FLORIDA**

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 5C

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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

4E

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303

**DECLARATION OF CONSENT TO THE JURISDICTION OF
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SERIES 2022 SPECIAL ASSESSMENTS**

Creekview GP, LLC, a Delaware limited liability company (the “**Landowner**”), is the owner and/or developer of certain lands located within the boundaries of Creekview Community Development District (the “**District**”), generally identified as Phase 1 (Areas 1, 2 and 5) as further described herein and in the attached **Exhibit A** (the “**Series 2022 Assessment Area**”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after June 29, 2021, a legally created, duly organized, and validly existing community development district under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Clay County, Florida (the “**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 2021-20, effective as of June 29, 2021, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from June 29, 2021, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2021-30, 2022-04, and 2022-__ (collectively, the “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, the “**Series 2022 Assessments**”). Such Series 2022 Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly: (i) acknowledges, represents and agrees that the Series 2022 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its \$25,000,000 of Creekview Community Development District Special Assessment Revenue Bonds, Series 2022 are, to the extent of the Landowner’s obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2022 Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) agrees that the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or objection to the Assessment Resolutions, the Series 2022 Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) agrees that the Landowner expressly waives and relinquishes any argument, claim or defense

that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) acknowledges that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Series 2022 Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay the Series 2022 Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Series 2022 Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Series 2022 Assessments is available from the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

6. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the 12th day of April, 2022.

[Signature on following page]

WITNESSES:

Creekview GP, LLC, a Delaware limited liability company

Witness Signature

Printed name:_____

Witness Signature

Printed name:_____

By: Michael C. Taylor

Its: Vice President

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of April, 2022, by Michael C. Taylor, as Vice President of Creekview GP, LLC, for and on behalf of said entity. She/He is personally known to me or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Series 2022 Assessment Area

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°20'21" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3061, PAGE 1776, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 81°21'32" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1931, OF SAID PUBLIC RECORDS; THENCE SOUTH 20°17'42" WEST, ALONG LAST SAID LINE, 1329.76 FEET; THENCE NORTH 34°28'32" EAST, 945.75 FEET; THENCE NORTH 38°10'07" EAST, 62.31 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 38°10'07" EAST, 236.93 FEET; THENCE SOUTH 80°20'16" EAST, 193.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUBSTAINED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°10'07" EAST, 174.55 FEET; THENCE SOUTH 75°57'34" WEST, 203.84 FEET; THENCE NORTH 67°59'13" WEST, 146.48 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°20'21" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3061, PAGE 1776, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 81°21'32" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1931, OF SAID PUBLIC RECORDS; THENCE SOUTH 02°11'42" WEST, ALONG LAST SAID LINE, 1388.46 FEET; THENCE NORTH 74°28'32" EAST, 945.75 FEET; THENCE NORTH 38°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 910.84 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 80°20'16" EAST, 105.52 FEET; THENCE SOUTH 49°46'08" EAST, 304.02 FEET; THENCE SOUTH 75°59'31" WEST, 226.70 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUBSTAINED BY A CHORD BEARING AND DISTANCE OF NORTH 06°28'42" WEST, 153.08 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:

CONTAINING 231.28 ACRES, MORE OR LESS.



VISION - EXPERIENCE - RESULTS
 ENGLAND - THOMAS & MELLER, INC.
 14075 SW 30, Aqueduct Road, Jacksonville, FL 32224
 TEL: (904) 942-0820 FAX: (904) 942-2442
 WWW.ETM-INC.COM

**ASSESSMENT AREAS LEGAL DESCRIPTION
 FOR AREAS 1, 2 AND 5
 CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
 CLAY COUNTY, FLORIDA**

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 5C

I:\2021\17-115-07\Area\Drawings\Assessment_Areas\17-115-07_Area_05.dwg, DWG, Nov 12, 2021

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

4F

**This Instrument Prepared by
and return to:**

Jennifer Kilinski, Esq.
KE Law Group, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT'S
NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS**

PLEASE TAKE NOTICE that the Board of Supervisors of the Creekview Community Development District ("**District**") in accordance with Chapters 170, 190 and 197, *Florida Statutes*, adopted Resolution Numbers 2021-30, 2022-04, and 2022-__ ("**2022 Assessment Resolutions**"), providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by the Phase 1 Project (Areas 1, 2, and 5) (hereinafter defined) for improvements described in the District's adopted *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 ("**Master Engineer's Report**"), and as supplemented by the *First Supplemental Engineer's Report to the Capital Improvement Plan (Phase 1 Project)*, dated February 14, 2022 ("**Phase I Engineer's Report**", the entire project described therein being the "**Phase I Project**"). To finance a portion of the costs of the Phase I Project, the District issued its **\$25,000,000** Creekview Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) (the "**Series 2022 Bonds**") which are secured by the non-ad valorem assessments levied by the 2022 Assessment Resolutions ("**Series 2022 Assessments**"). The legal description of the lands on which said Series 2022 Assessments are imposed is attached to this Notice as **Exhibit A**. As provided in the 2022 Assessment Resolutions, the Series 2022 Assessments do not apply to governmental properties dedicated by plat, including

right-of-ways or common areas. Copies of the Phase I Engineer's Report and the 2022 Assessment Resolutions may be obtained by contacting the District at:

Creekview Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: 561-571-0010, ext. 400
Fax: 561-571-0013

The Series 2022 Assessments provided for in the 2022 Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the Series 2022 Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES**

**AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS
PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed to be effective as of the 12th day of April, 2022, and recorded in the Official Records of Clay County, Florida.

Witness

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Print Name

By: Liam O'Reilly
Chairman, Board of Supervisors

Witness

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022, by Liam O'Reilly, Chairman of the Board of Supervisors of the Creekview Community Development District, who is personally known to me and did take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

Series 2022 Assessment Area

A PORTION OF SECTIONS 10 AND 16, TOWNSHIP 9 SOUTH, RANGE 35 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGAN AT THE SOUTH-WEST CORNER OF THE PLAT OF WILAGE PARK UNIT 1A-1B, AS RECORDED IN PLAT BOOK 43, PAGES 28 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE NORTH 89°55'41" EAST, ALONG THE SOUTHERLY LINE OF SAID PLAT OF WILAGE PARK UNIT 1A-1B AND THE EASTERLY PROLONGATION THEREOF, 389.73 FEET, TO THE SOUTHWESTERLY CORNER OF 3-ONE LAKES RESUBDIVISION AND RECORDED IN OFFICIAL RECORDS BOOK 3374, PAGE 890, OF SAID PUBLIC RECORDS; THENCE NORTH 88°52'42" EAST, ALONG THE SOUTHERLY LINE LAST SAID LANDS, 107.85 FEET; THENCE SOUTH 00°14'02" EAST, 5.37 FEET; THENCE NORTH 88°48'08" EAST, 382.74 FEET; THENCE SOUTH 20°11'53" WEST, 203.68 FEET; THENCE SOUTH 19°52'38" WEST, 374.78 FEET; THENCE SOUTH 89°45'55" WEST, 25.50 FEET; THENCE SOUTH 00°14'02" EAST, 230.80 FEET; THENCE SOUTH 89°25'48" WEST, 287.75 FEET; THENCE SOUTH 00°34'12" EAST, 565.79 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL 2, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4147, PAGE 1386, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°25'48" WEST, ALONG LAST SAID LINE, 745.04 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL 7A, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 480, OF SAID PUBLIC RECORDS; THENCE NORTH 00°12'50" WEST, ALONG LAST SAID LINE, 449.80 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 89°26'50" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL 7A, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 480, OF SAID PUBLIC RECORDS; THENCE NORTH 00°12'50" WEST, ALONG LAST SAID LINE, 449.80 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 89°26'50" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL 7A, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 480, OF SAID PUBLIC RECORDS, 3002.26 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF HENLEY ROAD (COUNTY ROAD NO. 739) (FORMERLY STATE ROAD NO. 738), A VARIABLE WIDTH RIGHT-OF-WAY NOW ESTABLISHED; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BY THE FOLLOWING THREE (3) COURSES AND DISTANCES, COURSE NO. 1: NORTH 00°37'04" WEST, 68.82 FEET, COURSE NO. 2: NORTH 00°16'40" WEST, 266.40 FEET, COURSE NO. 3: NORTH 00°23'32" WEST, 176.21 FEET, TO THE POINT OF BEGINNING TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1275.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2081, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°27'22" EAST, ALONG LAST SAID LINE, 486.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 20°14'02" WEST, ALONG LAST SAID LINE, 1789.48 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 78°25'22" EAST, 845.75 FEET; THENCE NORTH 39°30'07" EAST, 95.31 FEET; THENCE SOUTH 83°20'52" EAST, 145.48 FEET; THENCE NORTH 75°57'34" EAST, 203.84 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX EASTERLY, HAVING A RADIUS OF 830.90 FEET, AN ARC DISTANCE OF 114.87 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°02'57" WEST, 174.55 FEET; THENCE SOUTH 80°29'16" EAST, 61.37 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX EASTERLY, HAVING A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 153.33 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°34'27" EAST, 153.88 FEET; THENCE NORTH 35°20'37" EAST, 226.70 FEET; THENCE SOUTH 49°48'59" EAST, 239.21 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 650.33 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°34'37" WEST, 642.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°37'04" WEST, 912.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX EASTERLY, HAVING A RADIUS OF 2030.00 FEET, AN ARC DISTANCE OF 484.42 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°10'03" WEST, 484.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°24'48" EAST, 224.77 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 3020.00 FEET, AN ARC DISTANCE OF 47.12 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°54'03" WEST, 42.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; AND THE NORTHERLY RIGHT-OF-WAY LINE OF SANDROCK ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°33'56" WEST, ALONG LAST SAID LINE, 880.14 FEET; THENCE NORTH 00°22'17" WEST, 262.44 FEET; THENCE SOUTH 89°37'47" WEST, 85.04 FEET; THENCE NORTH 02°27'13" WEST, 180.81 FEET; THENCE NORTH 67°26'45" WEST, 56.86 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 24.61 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°48'23" WEST, 23.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°58'12" WEST, 144.90 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.53 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°50'03" WEST, 42.50 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°02'52" WEST, 96.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX EASTERLY, HAVING A RADIUS OF 143.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°27'17" EAST, 143.01 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 3500 FEET, AN ARC DISTANCE OF 104.42 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°12'02" EAST, 44.46 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX NORTHERLY, HAVING A RADIUS OF 2080.00 FEET, AN ARC DISTANCE OF 205.85 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 3°18'52" EAST, 248.09 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX WESTERLY, HAVING A RADIUS OF 35.01 FEET, AN ARC DISTANCE OF 30.92 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°12'28" EAST, 29.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 43.00 FEET, AN ARC DISTANCE OF 16.85 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°57'49" EAST, 80.00 FEET; THENCE NORTH 12°08'08" WEST, 223.55 FEET; THENCE NORTH 27°10'51" WEST, 92.85 FEET; THENCE NORTH 30°16'04" WEST, 115.89 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 179.88 FEET, AN ARC DISTANCE OF 157.13 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°46'10" EAST, 126.85 FEET; THENCE NORTH 20°13'30" WEST, 69.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°04'22" EAST, 2.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 37.88 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

 <p>ETM VISION - EXPERIENCE - RESULTS ENGLAND - THOMAS & MILLER, INC. 14770 US 90, Creekside Road, Jacksonville, FL 32226 TEL: (904) 942-8926, FAX: (904) 942-9445 WWW.ETMFL.COM</p>	ASSESSMENT AREAS LEGAL DESCRIPTION	ETM NO. 17-115-07
	FOR AREAS 1, 2 AND 5	DRAWN BY: MAJ
	CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT	DATE: NOVEMBER 2021
	CLAY COUNTY, FLORIDA	PLATE 5A

DISTANCE OF NORTH 27°09'43" EAST, 34.21 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 16°09'34" WEST, 94.59 FEET; THENCE SOUTH 1°02'25" WEST, 84.44 FEET; THENCE SOUTH 64°17'54" WEST, 119.79 FEET; THENCE SOUTH 97°17'27" WEST, 188.78 FEET; THENCE SOUTH 47°07'07" WEST, 118.95 FEET; THENCE SOUTH 42°17'31" WEST, 84.72 FEET; THENCE NORTH 82°33'07" WEST, 153.87 FEET; THENCE SOUTH 37°56'30" WEST, 80.80 FEET, TO THE ARC OF A CURVE LEADING WESTERLY, THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 39.50 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°18'07" WEST, 36.25 FEET; THENCE NORTH 00°44'04" WEST, 46.06 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 174.88 FEET, AN ARC DISTANCE OF 5.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°19'07" EAST, 5.52 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEAST, THENCE NORTHEAST, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°15'24" WEST, 34.93 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 52°15'07" WEST, 50.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY, THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 30.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°14'45" WEST, 30.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1788.88 FEET, AN ARC DISTANCE OF 33.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°17'42" WEST, 33.01 FEET; THENCE NORTH 89°47'13" WEST, 188.78 FEET, TO ADDRESS EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1893; THENCE NORTH 02°11'40" EAST, ALONG LAST SAID LINE, 465.13 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2081, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 97°17'27" EAST, ALONG LAST SAID LINE, 483.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1893, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°11'40" WEST, ALONG LAST SAID LINE, 1389.48 FEET; THENCE CONTINUE SOUTH 02°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 465.13 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'27" EAST, 188.18 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1288.88 FEET, AN ARC DISTANCE OF 76.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°13'42" EAST, 150.51 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY, THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 370.00 FEET, AN ARC DISTANCE OF 30.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°14'45" EAST, 30.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°15'07" EAST, 50.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05°23'54" EAST, 34.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1388.88 FEET, AN ARC DISTANCE OF 5.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°19'07" WEST, 5.52 FEET; THENCE SOUTH 10°18'04" EAST, 40.40 FEET, TO THE ARC OF A CURVE LEADING EASTERLY, THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 29.50 FEET, AN ARC DISTANCE OF 40.55 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°38'58" EAST, 38.25 FEET; THENCE NORTH 27°09'39" EAST, 60.00 FEET; THENCE SOUTH 10°33'05" EAST, 103.01 FEET; THENCE NORTH 42°38'51" EAST, 84.76 FEET; THENCE NORTH 47°21'09" EAST, 112.65 FEET; THENCE NORTH 48°23'23" EAST, 168.79 FEET; THENCE NORTH 64°17'54" EAST, 112.71 FEET; THENCE NORTH 70°03'23" EAST, 84.44 FEET; THENCE SOUTH 16°09'34" EAST, 104.59 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.68 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°09'43" WEST, 34.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY, THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 828.88 FEET, AN ARC DISTANCE OF 7.80 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°49'22" WEST, 7.80 FEET; THENCE SOUTH 02°11'40" EAST, 63.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 770.88 FEET, AN ARC DISTANCE OF 130.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°46'10" WEST, 136.25 FEET; THENCE SOUTH 32°18'04" EAST, 111.59 FEET; THENCE SOUTH 1°15'15" EAST, 82.63 FEET; THENCE SOUTH 17°09'47" EAST, 307.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.61 FEET, AN ARC DISTANCE OF 48.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°07'49" WEST, 48.50 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 30.02 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°37'28" WEST, 29.83 FEET, TO THE POINT OF CORNER CURVATURE OF A CURVE LEADING WESTERLY, THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 398.80 FEET, AN ARC DISTANCE OF 285.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 7°15'55" WEST, 249.00 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY, THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°12'41" WEST, 44.38 FEET, TO THE POINT OF CORNER CURVATURE OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655.78 FEET, AN ARC DISTANCE OF 143.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°31'17" WEST, 143.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°53'37" EAST, 89.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 33.00 FEET, AN ARC DISTANCE OF 44.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°25'05" EAST, 40.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°54'11" EAST, 144.90 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY, THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 24.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°48'31" EAST, 23.00 FEET; THENCE SOUTH 67°28'45" EAST, 50.85 FEET; THENCE SOUTH 00°22'13" EAST, 168.50 FEET; THENCE NORTH 89°37'47" EAST, 85.04 FEET; THENCE SOUTH 00°22'13" EAST, 280.44 FEET; THE NORTHERLY RIGHT OF WAY LINE OF SANDROSE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°37'52" WEST, ALONG LAST SAID LINE, 1076.37 FEET, TO ADDRESS EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1893; THENCE NORTH 02°11'40" EAST, 1188.94 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH



**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA**

ETM NO. 17-119-07
DRAWN BY: MAJ
DATE: NOVEMBER 2021
PLATE 5B

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CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

5

**EXHIBIT B: ASSIGNMENT OF CONSTRUCTION CONTRACT
DEVELOPER’S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Liam O’Reilly of Creekview GP, LLC (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, Liam O’Reilly, serve as Regional President for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Creekview Community Development District (“**District**”) to accept an assignment of the Construction Agreement (defined below).
- (ii) The agreement (“**Construction Agreement**”) between Developer and Jax Utilities Management, Inc. (“**Contractor**”), dated March ____, 2022, including all change orders approved to date, and attached hereto as **Exhibit A**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District’s acceptance of an assignment of the Construction Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Construction Agreement.
- (iv) Developer has obtained a release from Contractor acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has ____ furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**, or ____ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.
- (vi) Developer ____ represents and warrants that there are no outstanding liens or claims relating to the Construction Agreement, or ____ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ___ day of _____, 2022.

CREEKVIEW GP, LLC, a Delaware limited liability company

Witness

By: _____

Name: _____

Title: _____

Print Name of Witness

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of March, 2022, by Liam O'Reilly, as Regional President of Creekview GP, LLC, for and on behalf of the company, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Chairperson, Board of Supervisors

Print Name of Witness

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as Chairperson of Creekview Community Development District, for and on behalf of the District, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, **Jax Utilities Management, Inc.** ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Construction Agreement**") between **Creekview GP, LLC** and Contractor dated March __, 2022, has been assigned to the Creekview Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. ___ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. ___ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Construction Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of March, 2022.

Jax Utilities Management, Inc.,
a Florida Corporation

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____, as _____ of Jax Utilities Management, Inc. for and on behalf of the company, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____

Notary Public, State of Florida

ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)

1. ASSIGNMENT. This Addendum applies to that certain contract between the Creekview Community Development District (“**District**”) and Jax Utilities Management, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Clay County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. The District, its officers, governing board, agents, staff, and representatives, and Creekview GP, LLC and GreenPointe Developers, LLC, shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the statutory rate on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

5. INDEMNIFICATION.

- A) Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B) Contractor, its employees, agents, designees and subcontractors shall defend, hold harmless and indemnify the District and District’s directors, officers, staff, employees, and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys’ fees and costs, to the extent caused by the acts or omissions of Contractor, and other

persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder up to the amount of Five Million Dollars (\$5,000,000). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

6. RETAINAGE. Article 6 of the Contract is replaced with the following:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 10 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials (“Direct Purchase Materials”) necessary for the work directly from the suppliers to take advantage of District’s tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor’s invoice will be issued directly to the District; (3) payment of the vendor’s invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such

purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the

purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Creekview Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: KE Law Group PLLC
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

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IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

Jax Utilities Management, Inc.,
a Florida Corporation

Witness

By: _____
Its: _____

Print Name of Witness

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: _____

Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

EXHIBIT A

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Creekview Community Development District
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the Contract is assigned to the Creekview Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. The entity will immediately notify the Creekview Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022, by _____ of Jax Utilities Management, Inc., for and on behalf of the company, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133(3)(a),

FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Creekview Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

-
4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2022.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ of Jax Utilities Management, Inc., for and on behalf of the company, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

EXHIBIT C

**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2022.

Contractor: **Jax Utilities Management, Inc.**

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of March, 2022, by _____ as _____ of Jax Utilities Management, Inc., for and on behalf of the company, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

**CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2022.

Contractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ of Jax Utilities Management, Inc., for and on behalf of the company, who is personally known to me or produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____

Notary Public, State of Florida

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2022-14

A RESOLUTION OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-12 ENTITLED “A RESOLUTION OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2021-31 BY AUTHORIZING THE ISSUANCE OF ITS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (AREAS 1, 2 AND 5 PROJECTS) AND SPECIAL ASSESSMENT REVENUE NOTES, SERIES 2022 (MASTER INFRASTRUCTURE PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$45,000,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH SERIES 2022 OBLIGATIONS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE CONTRACT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF FIRST AND SECOND SUPPLEMENTAL TRUST INDENTURES; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH SERIES 2022 OBLIGATIONS; MAKING CERTAIN FINDINGS; APPROVING FORMS OF SAID SERIES 2022 OBLIGATIONS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID SERIES 2022 OBLIGATIONS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID SERIES 2022 OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE” TO REVISE THE DELEGATED AWARD PARAMETERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Creekview Community Development District (the “Issuer”) adopted Resolution 2022-12 on February 4, 2022 (the “Award Resolution”) authorizing the sale of not to exceed \$45,000,000 aggregate principal amount of its Creekview Community Development District Special Assessment Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) and approved the acceptance of a proposal in the form of a Bond Purchase Contract (the “Contract”) for the purchase of the Series 2022 Bonds from FMSbonds, Inc. (the “Underwriter”), subject to the

conformance of the Series 2022 Bonds to certain parameters set forth in the Award Resolution;
and

WHEREAS, due to an increase in the interest rates it is necessary to revise the interest rate parameter set forth in the Award Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, as follows:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Award Resolution.

SECTION 2. Amendment. Section 6 of the Award Resolution is hereby amended to read as follows:

SECTION 6. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as Exhibit B hereto. The Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairperson or Vice Chairperson; provided that (i) the aggregate principal amount of the Series 2022 Obligations shall not exceed \$45,000,000; (ii) the arbitrage yield on each series of the Series 2022 Obligations will not exceed the maximum rate permitted by law; (iii) the Underwriter's discount shall not exceed two percent (2.0%) of the principal amount of the Series 2022 Obligations; (iv) if the Series 2022 Obligations are subject to optional redemption, which determination will be made on or before the sale date of the Series 2022 Obligations, the first optional call date and the redemption price shall be as set forth in the Contract; and (v) the final maturity of the Series 2022 Obligations shall be no later than the maximum maturity allowed under applicable Florida law.

SECTION 3. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Series 2022 Bonds are hereby approved, confirmed and ratified.

SECTION 4. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 5. 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 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 7th day of April, 2022.

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair

[SEAL]
Attest:

By: _____
Secretary/Assistant Secretary

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2022-15

A RESOLUTION OF THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2021A BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2022 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING THE SERIES 2022 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Creekview Community Development District (the “**District**”) has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds secured by said special assessments; and

WHEREAS, the District’s Board of Supervisors (the “**Board**”) has previously adopted, after notice and public hearing, Resolution 2022-04, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2022-04, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on March 24, 2022, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$25,000,000Creekview Community Development District Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) (“**Series 2022 Bonds**”); and

WHEREAS, pursuant to and consistent with Resolution 2022-04, the District desires to set forth the particular terms of the sale of the Series 2022 Bonds and confirm the levy of special assessments securing the Series 2022 Bonds (the “**Series 2022 Assessments**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2022-04.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Creekview Community Development District hereby finds and determines as follows:

(a) On October 26, 2021, the District, after due notice and public hearing, adopted Resolution 2022-04, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District’s infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The District previously adopted the *Creekview Community Development District Capital Improvement Plan*, dated August 26, 2021 (the “**Master Engineer’s Report**”), and the *First Supplemental Engineer’s Report to the Capital Improvement Plan (Phase I Project)*, dated February 14, 2022, prepared by the District Engineer and attached to this Resolution as **Exhibit A** (the “**Supplemental Engineer’s Report**” and, together with the Master Engineer’s Report, the “**Engineer’s Report**”), which identifies and describes the presently expected components of the infrastructure improvements to be financed in part with the Series 2022 Bonds (the total project described therein, the “**Phase I Project**”), and sets forth the costs of the Phase I Project as \$_____. The District hereby confirms that the Phase I Project serves a proper, essential, and valid public purpose. The use of the Engineer’s Report in connection with the sale of the Series 2022 Bonds is hereby ratified.

(c) The *Final First Supplemental Special Assessment Methodology Report*, dated March 24, 2022, attached to this Resolution as **Exhibit B** (the “**Supplemental Assessment Report**”), applies the adopted *Master Special Assessment Methodology Report*, dated August 23, 2021 (the “**Master Assessment Report**”), to the Phase 1 Project and the actual terms of the Series 2022 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(d) The Phase 1 Project will specially benefit all of the developable acreage in the area known as the 2022 Assessment Area, defined herein, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the costs of the Phase 1 Project to the specially benefitted properties within the 2022 Assessment Area as set forth in Resolution 2022-04 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2022 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2022 BONDS. As provided in Resolution 2022-04, this Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the lien of the Series 2022 Assessments securing those bonds. The Series 2022 Bonds, in a par amount of \$25,000,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2022 Bonds shall be as set forth in **Exhibit D**. The debt service due on the

Series 2022 Bonds is as set forth on **Exhibit E** attached hereto. The lien of the Series 2022 Assessments securing the Series 2022 Bonds on the land defined as the “**2022 Assessment Area**”, as such land is specifically described in **Exhibit B**, shall be the principal amount due on the Series 2022 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2022 ASSESSMENTS SECURING SERIES 2022 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2022 Assessments securing the Series 2022 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District’s Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2022 Bonds. The estimated costs of collection of the Series 2022 Assessments for the Series 2022 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2022 Assessments securing the Series 2022 Bonds includes all developable acreage within the 2022 Assessment Area, as further provided in the Series 2022 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Phase 1 Project and reallocate the Series 2022 Assessments securing the Series 2022 Bonds in order to impose Series 2022 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated April 1, 2022, and First Supplemental Trust Indenture, dated April 1, 2022, the District shall for Fiscal Year 2023/2024, begin annual collection of Series 2022 Assessments for the Series 2022 Bonds debt service payments using the methods available to it by law. The Series 2022 Bonds include an amount for capitalized interest through May 1, 2023. Beginning with the debt service payment on May 1, 2024, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2022 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Clay County and other Florida law. The District’s Board each year shall adopt a resolution addressing the manner in which the Series 2022 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2022 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2022 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS.

The terms of Resolution 2022-04 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2022 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s Improvement Lien Book. The Series 2022 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a Notice of Series 2022 Assessments securing the Series 2022 Bonds in the Official Records of Clay County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement Resolution 2022-04, which remains in full force and effect. This Resolution and Resolution 2022-04 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and ADOPTED, this 7th day of April, 2022.

ATTEST:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** Supplemental Engineer’s Report
- Exhibit B:** Supplemental Assessment Report
- Exhibit C:** Maturities and Coupon of Series 2022 Bonds
- Exhibit D:** Sources and Uses of Funds for Series 2022 Bonds
- Exhibit E:** Annual Debt Service Payment Due on Series 2022 Bonds

EXHIBIT A
Supplemental Engineer's Report

**CREEKVIEW
COMMUNITY DEVELOPMENT DISTRICT
FIRST SUPPLEMENTAL ENGINEER'S REPORT
TO THE CAPITAL IMPROVEMENT PLAN
(PHASE 1 PROJECT)**

Prepared for

**Board of Supervisors
Creekview
Community Development District**

Prepared by
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

BACKGROUND

The Creekview Community Development District (the “District”) is a 745± acre community development district located in Clay County, Florida. (See *Plate 1*, Location Map). The land within the District is currently an undeveloped parcel within the Lake Asbury Master Plan. The authorized land uses within the District include residential development as well as open space and recreational amenities. The full development within the District’s boundaries as currently proposed is as depicted in Table 1. The District previously adopted its Creekview Community Development District Capital Improvement Plan, dated August 26, 2021, describing the public improvements planned for the District (“Capital Improvement Plan”).

TABLE 1
DEVELOPMENT SUMMARY

TYPE	Area (Acres)	Residential Units
Residential	468.0	1,481
Village Center	66.5	0
APF Road	13.4	0
Community Parks	13.6	0
Neighborhood Parks	17.0	0
Wetlands	109.3	0
Upland Buffer/Preservation	57.2	0
TOTALS	745	1,481

Plate 2 depicts the District boundary, and Plate 3 provides the legal description of the District. Plate 4 depicts the Assessment Areas for the Phase 1 Project. Plates 5A-5C provide the legal description for those Assessment Areas.

The currently proposed development program for the District is presented below in Table 2. The current proposed District Master Plan is depicted on Plate 11.

TABLE 2
DISTRICT DEVELOPMENT PROGRAM

UNIT TYPE	TOTAL
Townhomes	102
40'	32
50'	698
60'	554
70'	95
TOTALS	1,481

The currently proposed development program for the Phase 1 Project is presented below in Table 3. The currently proposed Phase 1 Project Master Plan is depicted on Plate 12.

TABLE 3A

AREAS 1 AND 2 DEVELOPMENT PROGRAM

UNIT TYPE	TOTAL
Townhomes	0
Single Family 40'	0
Single Family 50'	167
Single Family 60'	129
Single Family 70'	0
TOTALS	296

TABLE 3B

AREA 5 DEVELOPMENT PROGRAM

UNIT TYPE	TOTAL
Townhome	0
Single Family 40'	0
Single Family 50'	185
Single Family 60'	58
Single Family 70'	0
TOTALS	243

To serve the residents of the District, the District has developed this Supplemental Engineer’s Report to describe the improvements included in the first phase of its Capital Improvement Plan, hereinafter referred to as the Phase 1 Project, including certain utility, stormwater management, amenity and transportation infrastructures necessary for development within the District (the “Phase 1 Project”). Summaries of the proposed improvements and corresponding cost estimates follow in Tables 4, 4B and 4C. A description and basis of costs for each improvement category is included in this report.

Phase 1 Project

"Phase 1" consists of approximately 244 gross acres, corresponding to Areas 1&2, Area 5 and the APF Road-Phase 1 and is planned to contain approximately 539 residential units. The District is issuing its Series 2022 Bonds to finance a portion of the Phase 1 Project. The "Phase 1 Project" consists of those portions of the Capital Improvement Plan associated with the development of Phase 1 and has a total estimated cost of \$28,450,000, broken down between Areas 1&2 and Area 5, and more particularly described herein. The Phase 1 Project further includes constructing a portion of a proposed roadway designated as NS3-1, which will serve as the main spine road for the Development. The roadway improvement will consist of constructing approximately 0.266 miles of a new two-lane roadway and associated improvements, with an estimated cost of \$1,979,000. It is anticipated that such improvements will be reimbursed by the County through the issuance of mobility fee credits. The total estimated cost of the Phase 1 Project is \$30,429,000, as more particularly described herein.

The description of the Phase 1 Project contained in this report reflects the current intentions of the District. However, the Phase 1 Project may be subject to modification in the future. The implementation of any improvement outlined within this Supplemental Engineers Report requires final approval by the District’s Board of Supervisors.

Design and permitting for the improvements described in this improvement plan is ongoing, and a tentative schedule is provided below:

ITEM	STATUS OF AGENCY APPROVAL
1. U.S. Army Corps of Engineers	Issued for entire project
2. SJRWMD Construction ERP	Pending for Phase 1 Project and APF Road-Phase 1
3. Clay County Utility Authority (CCUA)	Pending for Phase 1 Project and APF Road-Phase 1*
4. Clay County Development Review Committee	Pending for Phase 1 Project and APF Road-Phase 1

*Issued for Area 5 Only

A conceptual permit for the entire property within the District has been completed and approved by the St. Johns River Water Management District (SJRWMD). A U.S. Army Corps of Engineers (USACE) permit for the entire property within the District has been issued. A SJRWMD Construction ERP permit application has been submitted for the Phase 1 Project. Construction plan approvals from Clay County will be obtained for the residential development portions of the property by phases, which is currently anticipated to total 1,481 residential units within the District. There is a reasonable expectation that the remaining required permits for the District improvements are obtainable, however, all permits are subject to final agency action.

Cost estimates contained in this report are based upon year 2021 dollars and have been prepared based upon the best available information, but in some cases without benefit of final engineering design and environmental permitting. England, Thims & Miller, Inc. believes the estimates to be accurate based upon the available information, however, actual costs will vary based on final engineering, planning and approvals from regulatory agencies, as well as material cost variability.

PROJECT PHASING

The overall Capital Improvement Plan will be built in a series of interrelated phases. The phasing of the project allows the clearing, earthwork, stormwater management systems, roadways, utilities, entry features, recreational areas, landscaping, sidewalks and paths to be constructed as needed throughout the build-out of the District. The development has been designed such that the Capital Improvement Plan is an interrelated series of improvements with benefits from the Capital Improvement Plan providing benefit to all developable properties within the District. The Phase 1 Project comprises the first phase of development within the District.

TABLE 4A
SUMMARY OF COSTS
AREAS 1 AND 2

Improvement Description	Estimated Cost
Stormwater Management System	\$ 6,364,000
Roadway Improvements	\$ 3,552,000
Water, Sewer and Reuse Systems	\$ 4,884,000
Landscaping	\$ 500,000
NEIGHBORHOOD INFRASTRUCTURE TOTAL	\$15,300,000

TABLE 4B
SUMMARY OF COSTS
AREA 5

Improvement Description	Estimated Cost
Stormwater Management System	\$ 5,724,500
Roadway Improvements	\$ 2,916,000
Water, Sewer and Reuse Systems	\$ 4,009,500
Landscaping	\$ 500,000
NEIGHBORHOOD INFRASTRUCTURE TOTAL	\$13,150,000

TABLE 4C
SUMMARY OF COSTS
APF ROAD

Improvement Description	Estimated Cost
APF Road (Phase 1)*	\$1,979,000
APF ROAD TOTAL	\$1,979,000

*The APF Road cost is reimbursable through an impact fee agreement. This amount also includes contingency and soft costs that are not reimbursable through an impact fee agreement. There are three phases of the APF Road, this is only Phase 1.

INFRASTRUCTURE IMPROVEMENTS

PHASE 1 PROJECT

The District currently intends to finance, design and construct certain infrastructure improvements for development of the Phase 1 Project. The improvements include complete construction of the basic infrastructure for each neighborhood, including but not limited to: clearing and grubbing, earthwork, water and sewer and reuse underground utility construction, drainage, stormwater management, grassing, sodding, Clay Electric underground electrical conduit and neighborhood street lighting. The Phase 1 Project also includes complete construction of the first phase of the APF Road. Refer to Plates 6-10 for the infrastructure improvements.

The cost estimate for the roadways included for the infrastructure improvements is based upon curb and gutter section roadways with variable pavement widths, within variable width rights-of-way. The clearing, grubbing and earthwork estimates include all work necessary for the complete right-of-way area and include utility easements for underground electrical conduit for roadway street lighting. Disturbed areas within the rights-of-way, which are outside of the paved areas, will be sodded and/or seeded and grassed in order to provide erosion and sediment control in accordance with Clay County standards.

Stormwater management cost estimates included in the infrastructure improvements provide for the attenuation and treatment of stormwater runoff from the project in accordance with St. Johns River Water Management District and Clay County standards. Costs include detention pond construction, outfall control structures, and any site fill required to provide a complete stormwater management system.

Water, sewer and reuse cost estimates included in the residential master infrastructure improvements consist of the underground water and reuse transmission systems and wastewater (sewer) collection system serving the development. Costs include piping, manholes, valves, services, and all appurtenances required to construct the system in accordance with CCUA and Florida Department of Environmental Protection standards.

The infrastructure improvements shall be designed and constructed to Clay County, CCUA, Florida Department of Environmental Protection, and St. Johns River Water Management District standards. Roadways shall be owned and maintained by the District, with the exception of the APF Road, which will be owned and maintained by Clay County. Water, reuse and sewer facilities shall be owned and maintained by CCUA. The neighborhood street lighting shall be owned and operated by Clay Electric, and the cost to operate them is presently expected to be paid by the District. The District shall maintain stormwater management improvements.

**BASIS OF COST ESTIMATE FOR
INFRASTRUCTURE IMPROVEMENTS**

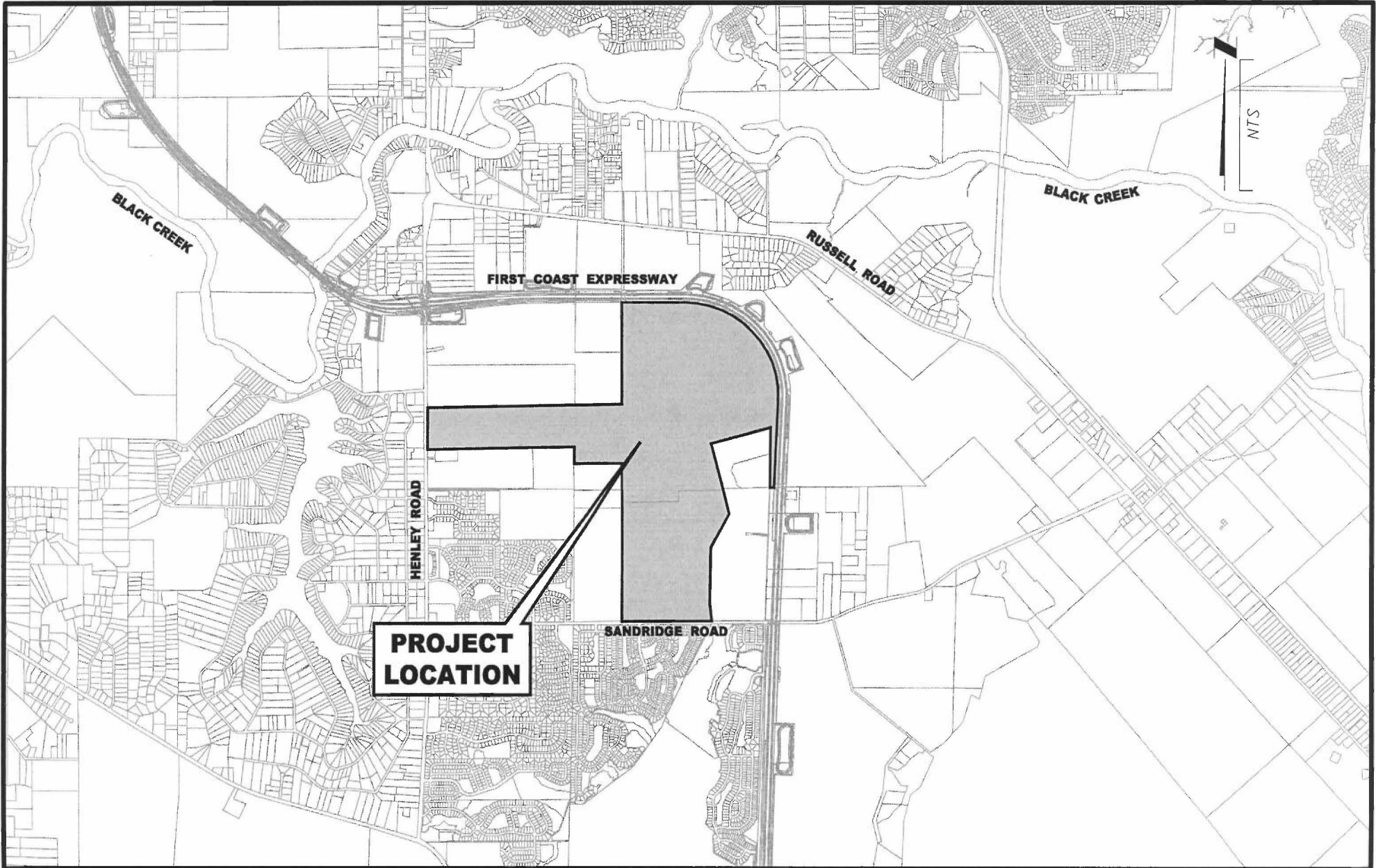
The following is the basis for the infrastructure cost estimates:

- Costs utilized were obtained from recent bids on similar projects.
- Water, Reuse and Sewer Facilities are designed in accordance with CCUA and FDEP standards.
- The stormwater management system is designed pursuant to SJRWMD and Clay County standards and the cost estimate has been developed from recent bids.
- The engineering, permitting, construction inspection and other soft cost fees have been included in the estimated cost.
- For the purpose of this report, a 10% contingency factor has been included for infrastructure.
- Costs have been included for street lighting and electrical conduit on all roadways in accordance with Clay Electric standards.
- Cost estimates contained in this report are based upon year 2021 dollars and have been prepared based upon the best available information, but in some cases, without benefit of final engineering design and environmental permitting. England-Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon the available information, however, actual costs will vary based upon final engineering, planning and approvals from regulatory authorities.

APPENDIX
Description

Plate
Number

- | | |
|-------|--------------------------------------|
| 1 | Location Map |
| 2 | District Boundary |
| 3 | District Legal Description |
| 4 | Assessment Areas for Phase 1 Project |
| 5A-5C | Assessment Areas Legal Description |
| 6. | Water Distribution System |
| 7. | Sanitary Sewer Collection System |
| 8. | Stormwater Management System |
| 9. | Neighborhood and APF Roads |
| 10. | Amenities, Parks and Entry Features |
| 11. | District Master Plan |
| 12. | Phase 1 Project Master Plan |



ETM

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LOCATION MAP

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

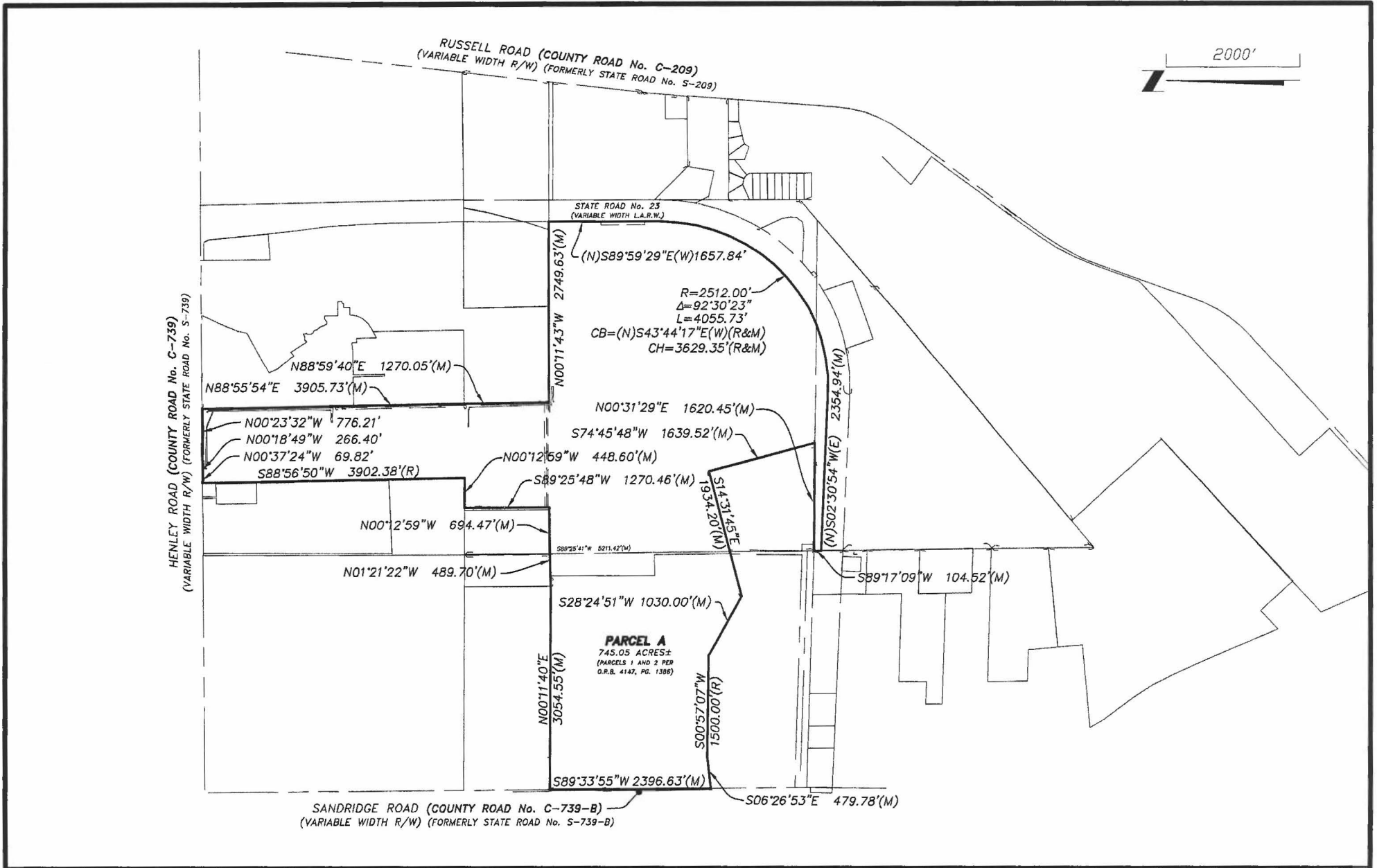
CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 1



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DISTRICT BOUNDARY

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

DRAWING NO. PLATE 2

SURVEYOR'S DESCRIPTION

PARCEL A:

A portion of Sections 14, 15, 16 and 22, Township 5 South, Range 25 East, Clay County, Florida, being all of Parcels 1 and 2, as described and recorded in Official Records Book 4147, page 1386, of the Public Records of said county, be more particularly described as follows:

For a Point of Beginning, commence at the Southeast corner of said Section 15; thence North 00°31'29" East, along the Easterly line of said Section 15, a distance of 1620.45 feet to an angle point in the Southerly boundary line of said Parcel 2, of Official Records Book 4147, page 1386; thence South 74°45'48" West, departing said Easterly line and along said Southerly boundary line, 1639.52 feet to a point lying on the Easterly line of Exception Parcel A, as described and recorded in Official Records Book 1598, page 1299, of said Public Records; thence South 14°31'45" East, along said Easterly line and along the Easterly line of Exception Parcel C, as described and recorded in said Official Records Book 1598, page 1299, a distance of 1934.20 feet; thence Southerly continuing along said Easterly line of Exception Parcel C the following 3 courses: Course 1, thence South 28°24'51" West, 1030.00 feet; Course 2, thence South 00°57'07" West, 1500.00 feet; Course 3, thence South 06°26'53" East, 479.78 feet to the Southeasterly corner thereof, said corner lying on the Northerly right of way line of Sandridge Road (County Road No. C-739-B) (formerly State Road No. S-739-B), a variable width right of way as presently established; thence South 89°33'55" West, along said Northerly right of way line, 2396.63 feet to the Southeasterly corner of those lands described and recorded in Official Records Book 1421, page 1951, of said Public Records; thence North 00°11'40" East, departing said Northerly right of way line and along the Easterly line of said Official Records Book 1421, page 1951, a distance of 3054.55 feet to the Northeasterly corner thereof, said corner also being the Southeasterly corner of those lands described and recorded in Official Records Book 2061, page 1775, of said Public Records; thence North 01°21'22" West, along the Easterly line of said Official Records Book 2061, page 1775, a distance of 489.70 feet to the Northeasterly corner thereof, said corner also being the Southeasterly corner of Parcel 1, as described and recorded in Official Records Book 1486, page 381, of said Public Records; thence North 00°12'59" West, along the Easterly line of last said Parcel 1 and along the Easterly line of those lands described and recorded in Official Records Book 1711, page 652, of said Public Records, 694.47 feet to a point lying on said Southerly boundary line of Parcel 2, of Official Records Book 4147, page 1386; thence South 89°25'48" West, along said Southerly boundary line of Parcel 2, a distance of 1270.46 feet to a point lying on the Easterly line of Parcel "A" as described and recorded in Official Records Book 4173, page 490, of said Public Records; thence North 00°12'59" West, along said Easterly line, 448.60 feet to the Northeasterly corner thereof; thence South 88°56'50" West, along the Northerly line of said Parcel "A", and along the Northerly lines of those lands described and recorded in Official Records Book 4173, page 493 (Parcel "B"), and Official Records Book 4178, page 1821, all of said Public Records, a distance of 3902.38 feet to its intersection with the Easterly right of way line of Henley Road (County Road No. C-739) (formerly State Road No. S-739), a variable width right of way as presently established; thence Northerly along said Easterly right of way line the following 3 courses: Course 1, thence North 00°37'24" West, departing last said Northerly line, 69.82 feet; Course 2, thence North 00°18'49" West, 266.40 feet; Course 3, thence North 00°23'32" West, 776.21 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 4167, page 1057, of said Public Records; thence North 88°55'54" East, departing said Easterly right of way line, along the Southerly line of said Official Records Book 4167, page 1057, and along the Southerly line of those lands described and recorded in Official Records Book 2673, page 522, of said Public Records, a distance of 3905.73 feet to the Southeasterly corner thereof, said corner also being the Southwesterly corner of those lands described and recorded in Official Records Book 2374, page 885, of said Public Records; thence North 88°59'40" East, along the Southerly line of said Official Records Book 2374, page 885, a distance of 1270.05 feet to the Southeasterly corner thereof; thence North 00°11'43" West, along the Easterly line of said Official Records Book 2374, page 885, and along the Easterly lines of those lands described and recorded in Official Records Book 2374, page 892, and Official Records Book 2859, page 403, all of said Public Records, 2749.63 feet to a point lying on the boundary line of State Road No. 23, Parcel 114, Part "A", a variable width limited access right of way as described and recorded in Official Records Book 4085, page 409, of said Public Records; thence Southeasterly along said boundary line of State Road No. 23 the following 3 courses: Course 1, thence South 89°59'29" East, departing said Easterly line of Official Records Book 2859, page 403, a distance of 1657.84 feet to the point of curvature of a curve concave Southwesterly having a radius of 2512.00 feet; Course 2, thence Southeasterly along the arc of said curve, through a central angle of 92°30'23", an arc length of 4055.73 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 43°44'17" East, 3629.35 feet; Course 3, thence South 02°30'54" West, 2354.94 feet to the Westerly corner of the Southerly terminus of said Parcel 114, Part "A", said corner lying on the Southerly line of said Section 14; thence South 89°17'09" West, along said Southerly line, 104.52 feet to the Point of Beginning.

Containing 745.05 acres, more or less.



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REG - 2584 LC - 0000316

DISTRICT LEGAL DESCRIPTION

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

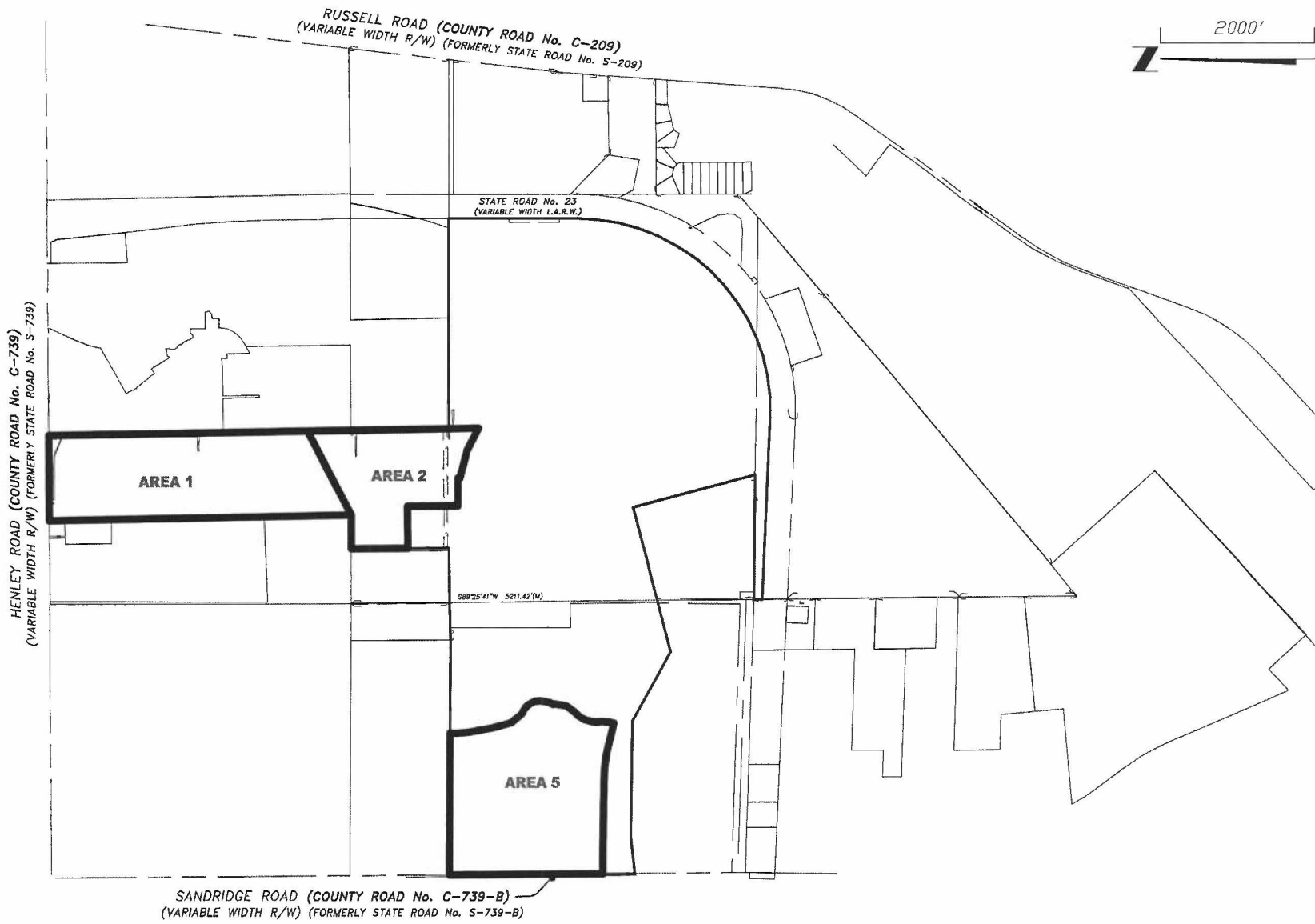
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DATE: NOVEMBER 2021

PLATE 3



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**ASSESSMENT AREAS FOR
 AREAS 1, 2 AND 5
 CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

DRAWING NO. PLATE 4

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE PLAT OF VILLAGE PARK UNIT 1A-1B, AS RECORDED IN PLAT BOOK 63, PAGES 28 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE NORTH 88°55'54" EAST, ALONG THE SOUTHERLY OF SAID PLAT OF VILLAGE PARK UNIT 1A-1B AND THE EASTERLY PROLONGATION THEREOF, 3905.73 FEET, TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2374, PAGE 885, OF SAID PUBLIC RECORDS; THENCE NORTH 88°59'40" EAST, ALONG THE SOUTHERLY LINE LAST SAID LANDS, 1270.05 FEET; THENCE SOUTH 00°14'05" EAST, 5.37 FEET; THENCE NORTH 89°48'06" EAST, 382.74 FEET; THENCE SOUTH 26°11'53" WEST, 293.68 FEET; THENCE SOUTH 14°52'38" WEST, 374.78 FEET; THENCE SOUTH 89°45'55" WEST, 25.30 FEET; THENCE SOUTH 00°14'05" EAST, 370.80 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE SOUTH 00°34'12" EAST, 569.79 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL 2, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4147, PAGE 1386, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°25'48" WEST, ALONG LAST SAID LINE, 745.04 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL "A", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 490, OF SAID PUBLIC RECORDS; THENCE NORTH 00°12'59" WEST, ALONG LAST SAID LINE, 448.60 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 88°56'50" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 493 AND OFFICIAL RECORDS BOOK 4178, PAGE 1821, OF SAID PUBLIC RECORDS, 3902.38 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF HENLEY ROAD (COUNTY ROAD NO. 739) (FORMERLY STATE ROAD NO. 739), A VARIABLE WIDTH RIGHT-OF-WAY NOW ESTABLISHED; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 00°37'24" WEST, 69.82 FEET; COURSE NO. 2: NORTH 00°18'49" WEST, 266.40 FEET; COURSE NO. 3: NORTH 00°23'32" WEST, 776.21 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET, TO THE POINT OF BEGINNING, THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 92.31 FEET; THENCE SOUTH 63°59'53" EAST, 145.48 FEET; THENCE NORTH 75°51'34" EAST, 203.94 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°03'07" WEST, 174.55 FEET; THENCE SOUTH 80°20'16" EAST, 61.37 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°38'42" EAST, 153.08 FEET; THENCE NORTH 75°35'37" EAST, 226.70 FEET; THENCE SOUTH 49°46'59" EAST, 239.21 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 652.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°34'37" WEST, 649.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°57'54" WEST, 912.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2030.00 FEET, AN ARC DISTANCE OF 49.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°16'03" WEST, 49.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°25'49" EAST, 224.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°34'03" WEST, 42.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°33'55" WEST, ALONG LAST SAID LINE, 880.74 FEET; THENCE NORTH 00°22'13" WEST, 260.44 FEET; THENCE SOUTH 89°37'47" WEST, 93.04 FEET; THENCE NORTH 00°22'13" WEST, 160.51 FEET; THENCE NORTH 67°26'45" WEST, 59.85 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 24.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°48'31" WEST, 23.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°56'12" WEST, 144.90 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°25'03" WEST, 40.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°53'53" WEST, 96.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655.79 FEET, AN ARC DISTANCE OF 143.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°23'17" EAST, 143.61 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°12'08" EAST, 44.96 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.80 FEET, AN ARC DISTANCE OF 265.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°16'55" EAST, 248.09 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 30.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°31'28" EAST, 29.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.61 FEET, AN ARC DISTANCE OF 66.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°07'49" EAST, 60.50 FEET; THENCE NORTH 12°08'08" WEST, 207.55 FEET; THENCE NORTH 21°15'51" WEST, 52.65 FEET; THENCE NORTH 30°16'04" WEST, 111.59 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 779.88 FEET, AN ARC DISTANCE OF 137.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°46'10" EAST, 136.95 FEET; THENCE NORTH 20°11'36" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°04'22" EAST, 7.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND



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**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 5A

DISTANCE OF NORTH 27°09'43" EAST, 34.21 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°00'54" WEST, 104.56 FEET; THENCE SOUTH 70°09'33" WEST, 84.44 FEET; THENCE SOUTH 64°10'36" WEST, 112.71 FEET; THENCE SOUTH 55°33'23" WEST, 168.79 FEET; THENCE SOUTH 47°02'08" WEST, 112.65 FEET; THENCE SOUTH 42°36'51" WEST, 84.75 FEET; THENCE NORTH 52°53'05" WEST, 103.07 FEET; THENCE SOUTH 37°06'55" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°38'55" WEST, 36.25 FEET; THENCE NORTH 55°49'04" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1159.88 FEET, AN ARC DISTANCE OF 5.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°19'06" EAST, 5.52 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°12'54" WEST, 34.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°53'05" WEST, 55.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 50.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°14'45" WEST, 50.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1289.88 FEET, AN ARC DISTANCE OF 150.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°13'42" WEST, 150.51 FEET; THENCE NORTH 89°47'23" WEST, 188.16 FEET, TO AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951; THENCE NORTH 00°11'40" EAST, ALONG LAST SAID LINE, 465.13 FEET, TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET, THENCE CONTINUE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 465.13 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'23" EAST, 188.16 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1289.88 FEET, AN ARC DISTANCE OF 150.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°13'42" EAST, 150.51 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 50.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°14'45" EAST, 50.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°53'05" EAST, 55.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°12'54" EAST, 34.53 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1159.88 FEET, AN ARC DISTANCE OF 5.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°19'06" WEST, 5.52 FEET; THENCE SOUTH 55°49'04" EAST, 60.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°38'55" EAST, 36.25 FEET; THENCE NORTH 37°06'55" EAST, 60.00 FEET; THENCE SOUTH 52°53'05" EAST, 103.07 FEET; THENCE NORTH 42°36'51" EAST, 84.75 FEET; THENCE NORTH 47°02'08" EAST, 112.65 FEET; THENCE NORTH 55°33'23" EAST, 168.79 FEET; THENCE NORTH 64°10'36" EAST, 112.71 FEET; THENCE NORTH 70°09'33" EAST, 84.44 FEET; THENCE SOUTH 16°00'54" EAST, 104.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°09'43" WEST, 34.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°04'22" WEST, 7.80 FEET; THENCE SOUTH 20°11'36" EAST, 60.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 779.88 FEET, AN ARC DISTANCE OF 137.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°46'10" WEST, 136.95 FEET; THENCE SOUTH 30°16'04" EAST, 111.59 FEET; THENCE SOUTH 21°15'51" EAST, 52.65 FEET; THENCE SOUTH 12°08'08" EAST, 207.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.61 FEET, AN ARC DISTANCE OF 66.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°07'49" WEST, 60.50 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 30.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°31'28" WEST, 29.93 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.80 FEET, AN ARC DISTANCE OF 265.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°16'55" WEST, 248.09 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°12'08" WEST, 44.96 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655.79 FEET, AN ARC DISTANCE OF 143.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°23'17" WEST, 143.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°53'53" EAST, 96.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°25'03" EAST, 40.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°56'12" EAST, 144.90 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 24.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°48'31" EAST, 23.09 FEE; THENCE SOUTH 67°26'45" EAST, 59.85 FEET; THENCE SOUTH 00°22'13" EAST, 160.51 FEET; THENCE NORTH 89°37'47" EAST, 93.04 FEET; THENCE SOUTH 00°22'13" EAST, 260.44 FEET, THE NORTHERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°33'55" WEST, ALONG LAST SAID LINE, 1076.37 FEET, TO AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951; THENCE NORTH 00°11'40" EAST, 1199.94 FEET, TO THE POINT OF BEGINNING. TOGETHER WITH:



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**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 5B

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 92.31 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 39°10'07" EAST, 238.60 FEET; THENCE SOUTH 80°20'16" EAST, 155.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°03'07" EAST, 174.55 FEET; THENCE SOUTH 75°51'34" WEST, 203.94 FEET; THENCE NORTH 63°59'53" WEST, 145.48 FEET, TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 216.94 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 80°20'16" EAST, 165.52 FEET; THENCE SOUTH 49°46'59" EAST, 104.00 FEET; THENCE SOUTH 75°35'37" WEST, 226.70 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°38'42" WEST, 153.08 FEET, TO THE POINT OF BEGINNING.

CONTAINING 231.38 ACRES, MORE OR LESS.



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**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

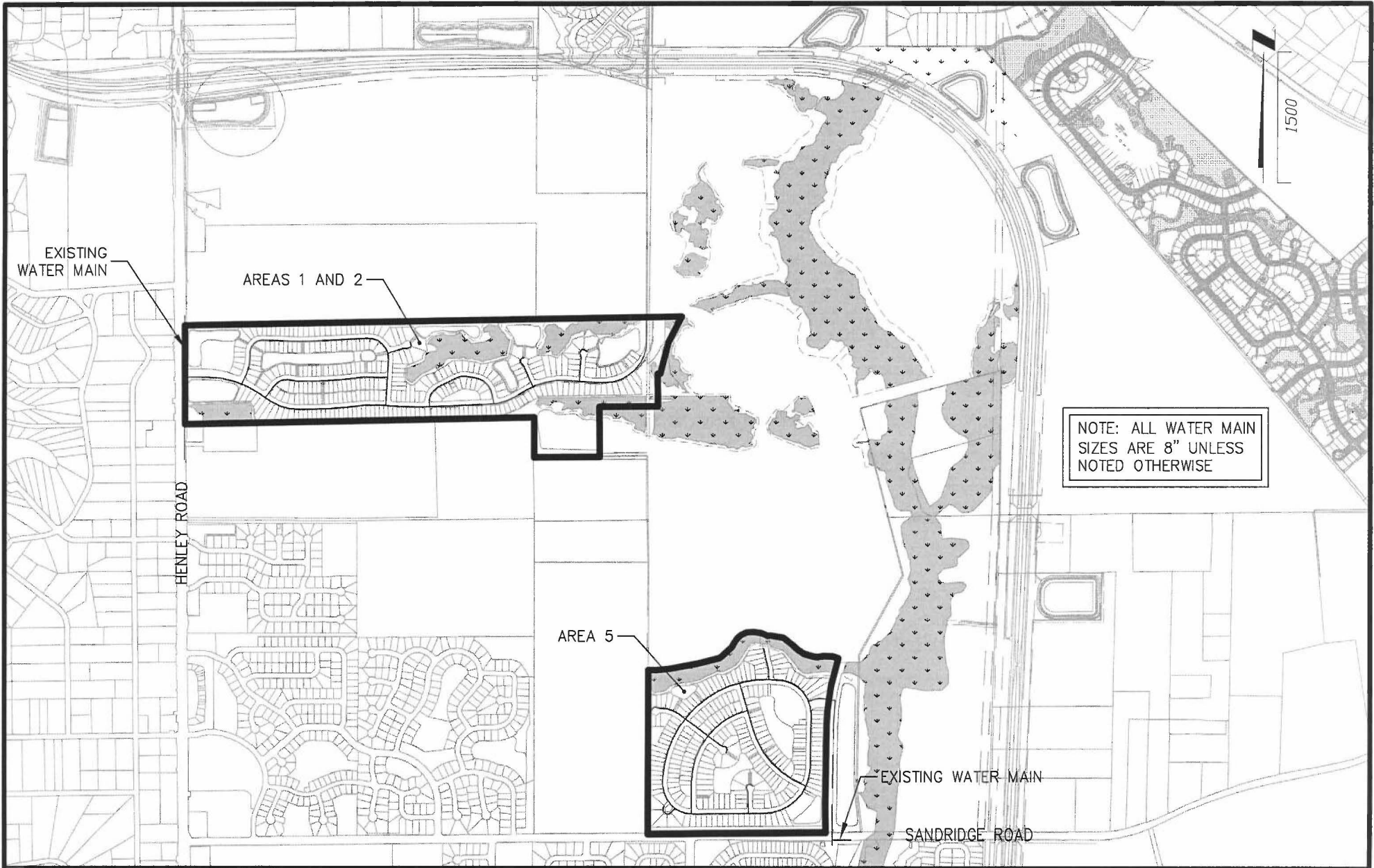
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PLATE 5C



ETM

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WATER DISTRIBUTION SYSTEM

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

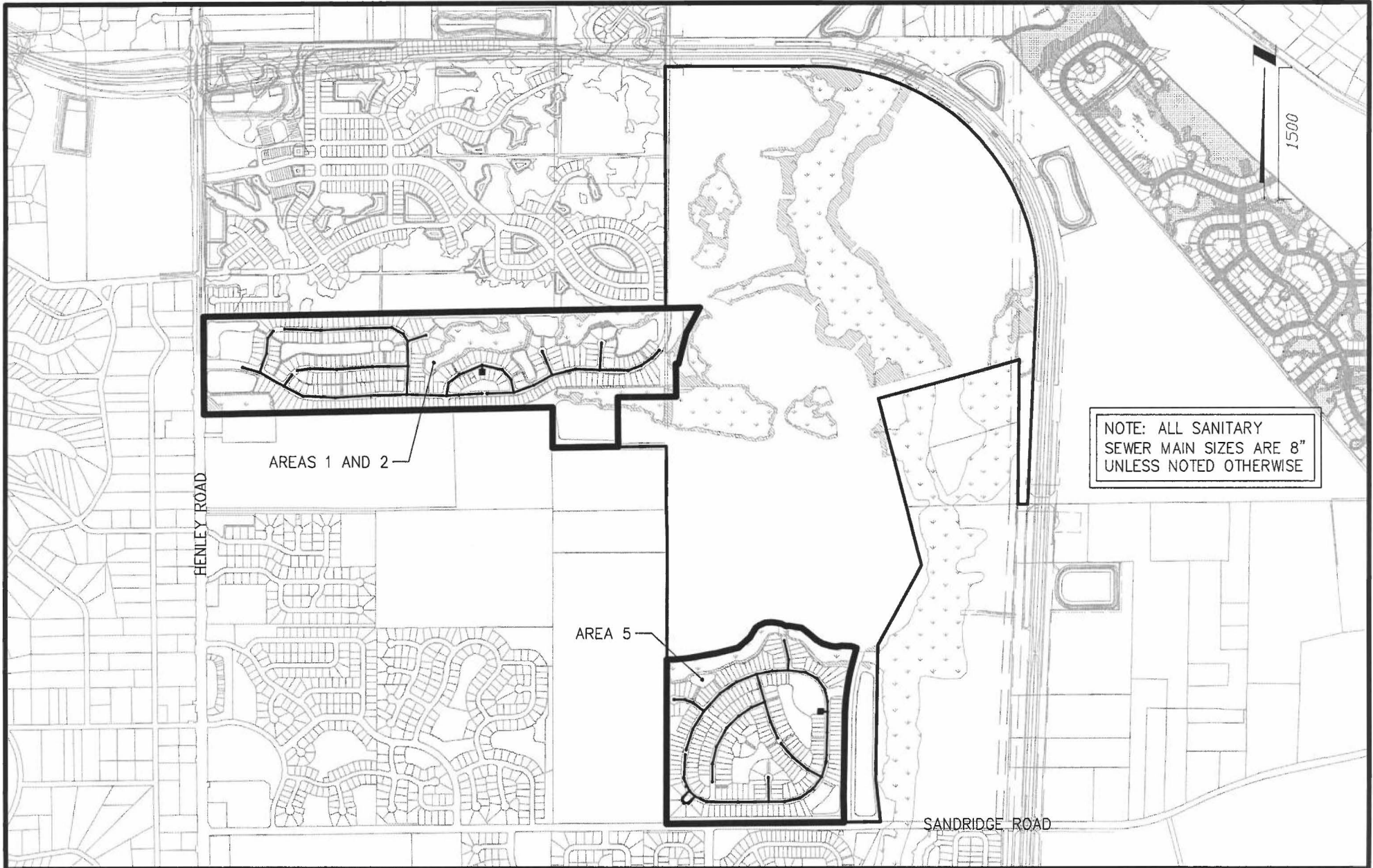
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PLATE 6



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SANITARY SEWER COLLECTION SYSTEM

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

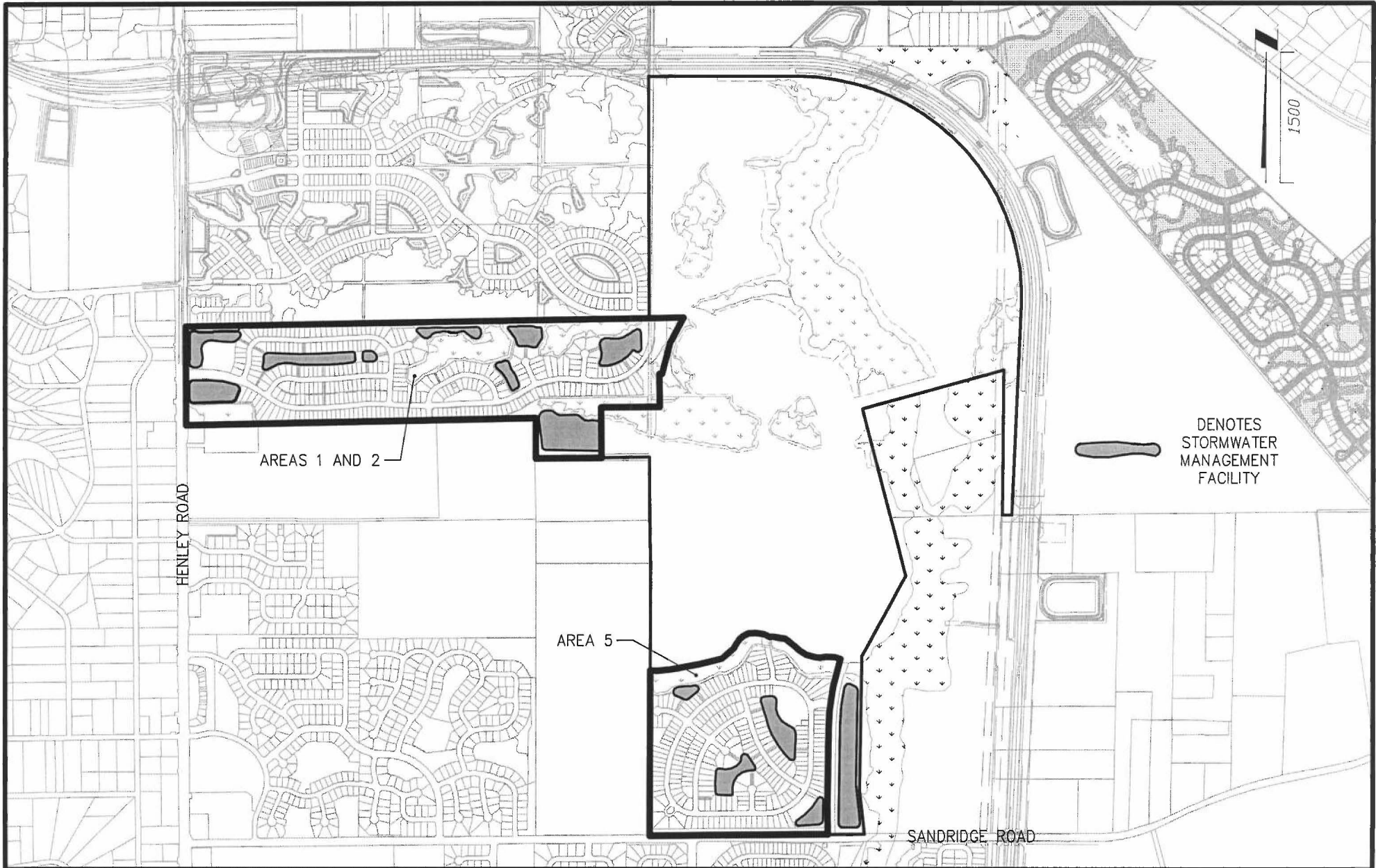
CLAY COUNTY, FLORIDA

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PLATE 7



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STORM WATER MANAGEMENT SYSTEM

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

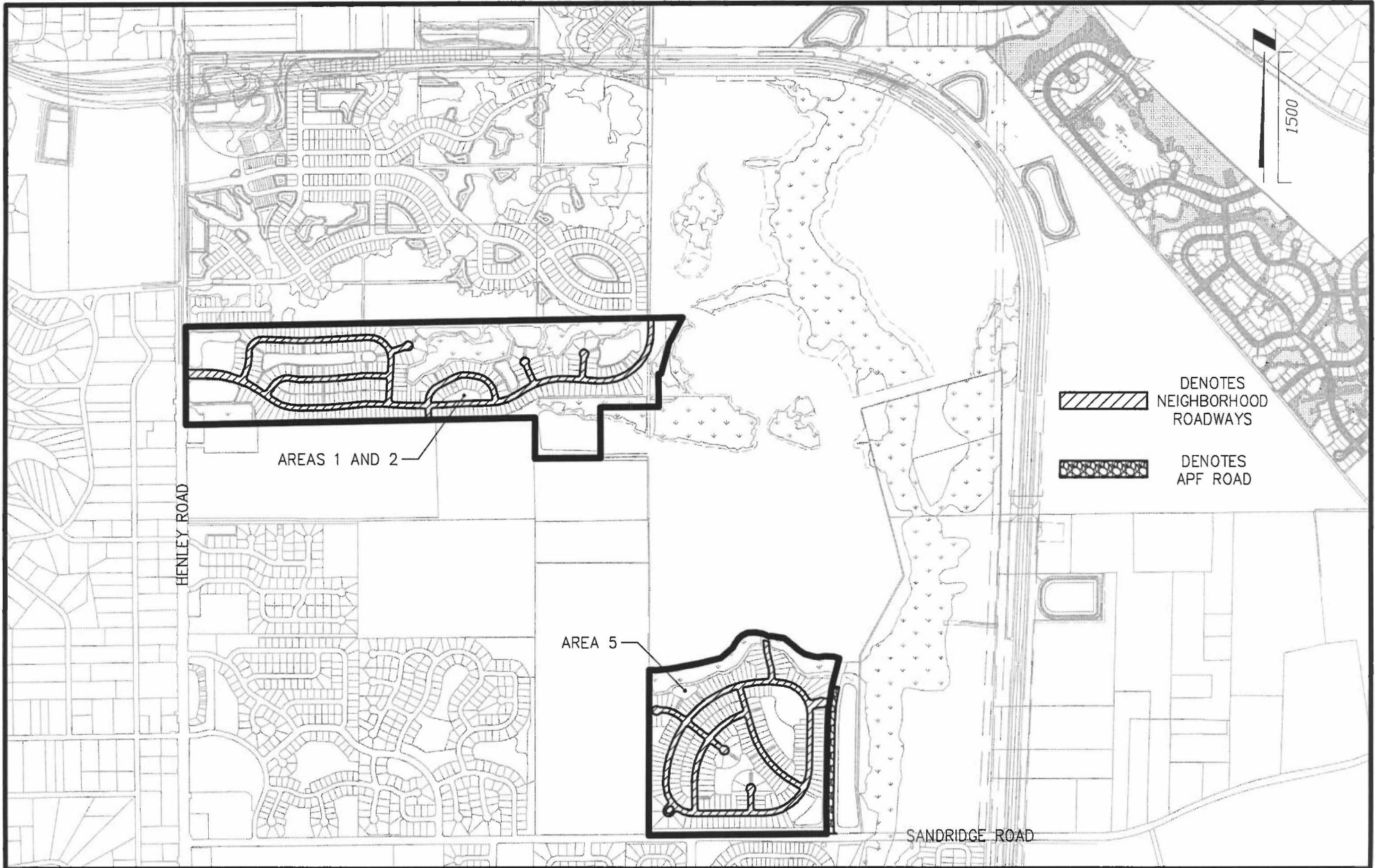
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PLATE 8



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NEIGHBORHOOD AND APF ROADS

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

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PLATE 9



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AMENITIES, PARKS AND ENTRY FEATURES

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

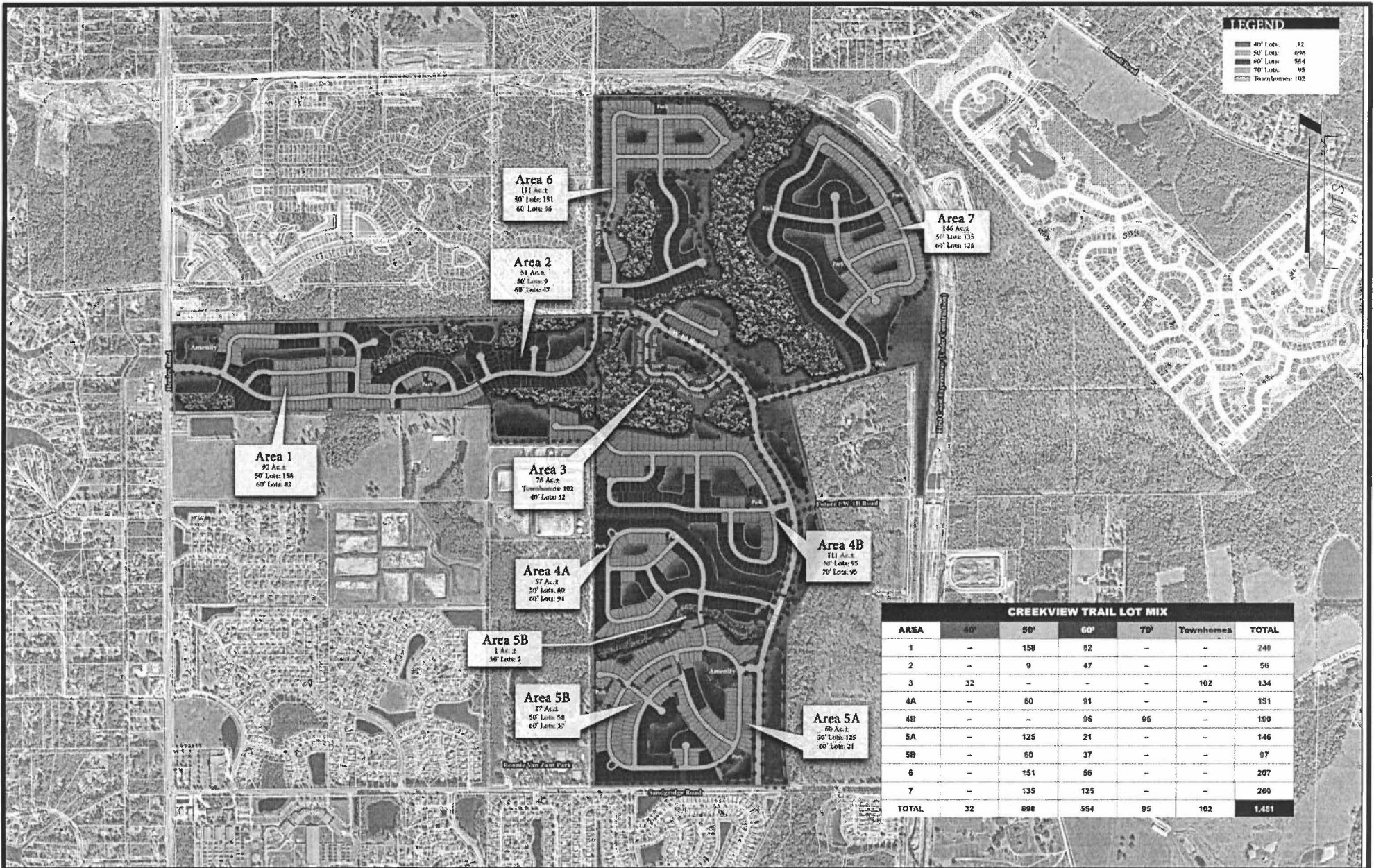
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PLATE 10



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DISTRICT MASTER PLAN

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: JULY 28 2021

PLATE 11



CREEKVIEW TRAIL LOT MIX			
AREA	50'	60'	TOTAL
1	158	82	240
2	9	47	56
5A	125	21	146
5B	60	37	97
TOTAL	352	187	539

ETM

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**AREAS 1, 2 AND 5
 MASTER PLAN
 CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 12

EXHIBIT B
Supplemental Assessment Report

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

Final First Supplemental Special Assessment
Methodology Report

March 24, 2022



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Final First Supplemental Special Assessment Methodology Report (the “Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated August 27, 2021 and to provide a supplemental financing plan and a supplemental special assessment methodology for the 539 residential units that are projected to be developed within Areas 1, 2 and 5 (to be defined later herein) and representing Phase 1 within Creekview Community Development District (the “District”) located in unincorporated Clay County, Florida. This Supplemental Report was developed in relation to funding by the District of a portion of the Capital Improvement Plan (to be defined later herein) contemplated to be provided by the District commencing in 2022 and related to the development of the Phase 1 (the “Phase 1 Project”).

1.2 Scope of the Supplemental Report

This Supplemental Report presents projections for financing a portion of the District’s public infrastructure improvements (the “Capital Improvement Plan”) as described in the Creekview Community Development District Capital Improvement Plan, prepared by England-Thims & Miller, Inc. (the “District Engineer”) dated August 26, 2021 (the “Engineer’s Report”) as supplemented on February 14, 2022 by the Creekview Community Development District First Supplemental Engineer’s Report to the Capital Improvement Plan (Phase 1 Project) also prepared by England-Thims & Miller, Inc. (the “Supplemental Engineer’s Report”). This Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Phase 1 Project.

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Phase 1 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District, including those within Phase 1, as well as general benefits to the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to properties within the District, including Phase 1. The District’s Phase 1 Project enables properties within the boundaries of Phase 1 to be developed.

There is no doubt that the general public, property owners, and properties outside the District will benefit from the provision of the Phase 1 Project. However, these benefits are only incidental since the Phase 1 Project is designed solely to provide special benefits peculiar to properties within the District as more particularly provided herein and in the Supplemental Engineer's Report. Properties outside the District are not directly served by the Phase 1 Project and do not depend upon the Phase 1 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties located within the boundaries of the District, including Phase 1, receive compared to those lying outside of the District boundaries.

The Phase 1 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the District, including Phase 1, developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District, including Phase 1, to increase by more than the sum of the financed cost of the individual components of the Phase 1 Project. Even though the exact value of the benefits provided by the Phase 1 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the Supplemental Report

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

Section Three provides a summary of the Capital Improvement Plan and the Phase 1 Project as determined by the District Engineer.

Section Four discusses the supplemental financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves the Creekview development (the "Development" or "Creekview"), a master planned, residential development located in Clay County, Florida. The land within the District currently consists of approximately 745.05 +/- acres and is generally located to the

north of Sandridge Road, south of the First Coast Expressway, and east of Henley Road.

2.2 The Development Program

The development of Creekview is anticipated to be conducted by Creekview GP, LLC or its associates (the “Developer”). Based upon the information provided by the Developer, the current development plan envisions a total of 1,481 residential units developed in multiple phases within multiple areas, with the first phase of development comprised of Areas 1, 2 and 5 and referred to cumulatively herein as “Phase 1”, with Areas 1 and 2 projected to be developed with a total of 296 residential units (“Areas 1 and 2”), Area 5 projected to be developed with a total of 243 residential units (“Area 5”), and all of the remaining areas, referred to herein as “Future Areas,” projected to be developed with a total of 942 residential units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for the District.

3.0 The Capital Improvement Plan

3.1 Overview

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

3.2 Capital Improvement Plan

The Capital Improvement Plan needed to serve the Development is projected to consist of stormwater management facilities, roadway improvements, water, sewer, and reuse systems, amenities, entry features, and landscaping as set forth in more detail in the Engineer's Report.

The Phase 1 Project comprises that portion of the Capital Improvement Plan necessary for the development of Phase 1, which will provide all necessary neighborhood infrastructure and master infrastructure for Phase 1. The future project comprises that portion of the Capital Improvement Plan necessary for the development of the Future Areas (“Future Project”). The public infrastructure

improvements that comprise the overall Capital Improvement Plan will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another. Similarly, the public infrastructure improvements that comprise the Phase 1 Project will serve and provide benefit to all land uses in Phase 1 and will comprise an interrelated system of improvements, which means all of improvements will serve the entire Phase 1 and improvements will be interrelated such that they will reinforce one another and also provide benefit to properties within the District, each of which is necessary for development of the community.

At the time of this writing, the total costs of the Capital Improvement Plan are estimated at \$90,549,000, and the estimated costs of the Phase 1 Project are \$30,429,000. Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project) in the principal amount of \$25,000,000 (the "Series 2022 Bonds") to fund a portion of the Phase 1 Project Costs in the total approximate amount of \$21,539,586.01.

Any components of the Phase 1 Project which are not funded by the Series 2022 Bonds will be contributed to the District at no cost under an Acquisition Agreement that will be entered into by the Developer and the District.

4.2 Types of Bonds Proposed

The financing plan for the District provides for the issuance of the Series 2022 Bonds in the principal amount of \$25,000,000 to finance a portion of the Phase 1 Project Costs in the approximate amount of \$21,539,586.01.

The Series 2022 Bonds are structured to be amortized in 30 annual installments. Interest payments on the Series 2022 Bonds will be made every May 1 and November 1, and principal payments will be made on May 1 commencing on May 1, 2024.

In order to finance a portion of the costs of the Phase 1 Project in the approximate amount of \$21,539,586.01, the District will need to borrow more funds and incur indebtedness in the estimated amount at \$25,000,000. The difference is comprised of debt service reserve, capitalized interest, and costs of issuance, which include the underwriter's discount. Final sources and uses of funding for the Series 2022 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2022 Bonds provides the District a portion of the funds necessary to construct/acquire the public infrastructure improvements which are part of the Phase 1 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District, including Phase 1. General benefits accrue to areas outside of the District and are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Phase 1 Project. Properties that receive special benefits from the Phase 1 Project will be assessed for their fair share of the debt issued in order to finance the Phase 1 Project.

5.2 Benefit Allocation

The current development plan for the District envisions a total of 1,481 residential units developed in multiple phases within multiple areas, with Phase 1 projected to be developed with a total of 539 residential units and Future Areas projected to be developed with a

total of 942 residential units, although land use types and unit numbers may change throughout the development period.

Even though the installation of the public infrastructure improvements that comprise the Capital Improvement Plan is projected to occur in multiple projects coinciding with multiple phases of development within the District, by allowing for the land in the District to be developable, the improvements that comprise the Capital Improvement Plan will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another and their combined benefit will be greater than the sum of their individual benefits. All of the unit types within the District will benefit from each public infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

Similarly, by allowing for the land in Phase 1 to be developable the public infrastructure improvements that comprise the Phase 1 Project will serve and provide to all land uses in Phase 1 and will comprise an interrelated system of improvements, which means all of improvements will serve the entire Phase 1 and improvements will be interrelated such that they will reinforce one another and their combined benefit will be greater than the sum of their individual benefits. All of the unit types within Phase 1 will benefit from each public infrastructure improvement category, as the improvements provide basic infrastructure to all land within Phase 1 and benefit all land within Phase 1 as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, and the public infrastructure improvements included in the Phase 1 Project have a logical connection to the special and peculiar benefits received by the land within Phase 1, as without such improvements, the development of the properties within the District/Phase 1 would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District/Phase 1, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is

more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

In following the methodology developed in the Master Report, this Supplemental Report proposes to allocate the benefit associated with the Capital Improvement Plan and its component the Phase 1 Project to the different product types proposed to be developed within the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types contemplated to be developed within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each product type, and the share of the benefit received by units that comprise Phase 1 and Future Areas.

The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Capital Improvement Plan less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the District's public infrastructure improvements that are part of the Capital Improvement Plan.

As the public infrastructure improvements included in the Capital Improvement Plan will comprise an interrelated system of improvements, and as the implementation of the Capital Improvement Plan is projected to proceed in multiple stages to coincide with multiple phases of development occurring within different areas, Table 5 in the *Appendix* presents the allocation of the costs of the Capital Improvement Plan to Phase 1 and Future Areas based on the benefit allocation methodology illustrated in Table 4 in the *Appendix*.

In order to facilitate the marketing of the residential units developed the District, the Developer requested that the District limit the amount

of annual assessments for debt service on the Series 2022 Bonds (the “Series 2022 Bond Assessments”) to certain predetermined levels, and in order to accomplish that goal, the Developer will be required as part of the Acquisition Agreement and/or the Completion Agreement to construct public infrastructure improvements in the estimated amount of \$11,439,337.03, which represent a required “buy down” of assessment levels, in excess of the total amount available from the proceeds of the Series 2022 Bonds.

Using the ERU benefit allocations developed in Table 4 in the *Appendix*, as well as the allocation of the costs of the Phase 1 Project to Phase 1 and Future Areas developed in Table 5 in the *Appendix*, Table 6 in the *Appendix* illustrates the allocation of the costs of the Phase 1 Project and Capital Improvement Plan allocable to the units within Phase 1 and Future Areas.

Table 7 in the *Appendix* presents the apportionment of the Series 2022 Bond Assessments for Areas 1 and 2 and Area 5 in accordance with the ERU benefit allocation method presented in Table 4 as modified by the effects of the contributions and/or future indebtedness illustrated in Table 6 in the *Appendix*. Table 7 also presents the annual levels of the annual debt service assessments per unit.

5.3 Assigning Bond and Note Assessments

As the land in the District is not yet platted for its intended final use and the precise location of the residential units by lot or parcel is unknown, the Series 2022 Bond Assessments will initially be levied on all developable lands in Phase 1 on an equal pro-rata gross acre basis, thus the Series 2022 Bond Assessments in the estimated amount of \$25,000,000 will be preliminarily levied on approximately 231.38 +/- gross acres contained within Phase 1 (the “Series 2022 Bonds Assessment Area”) at a rate of \$108,047.37 per acre.

When the land in Phase 1 is platted, the Series 2022 Bond Assessments will be allocated to each platted parcel within Phase 1 on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix*. Such allocation of the Series 2022 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2022 Bond Assessments levied on unplatted gross acres within Phase 1.

Further, to the extent that any parcel of land which has not been platted is sold to another developer or builder, the Series 2022 Bond

Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Series 2022 Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

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

The public infrastructure improvements which are part of the Capital Improvement Plan and its component the Phase 1 Project make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

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

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable

property within the District according to reasonable estimates of the special and peculiar benefits derived from the Capital Improvement Plan and its component the Phase 1 Project.

Accordingly, no acre or parcel of property within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The assessment methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Series 2022 Bond Assessments on a per ERU basis never exceed the initially allocated assessment as contemplated in the adopted assessment methodology. The Series 2022 Bond Assessments per ERU are estimated to preliminarily equal \$43,372.66 (\$25,000,000 in Series 2022 Bond Assessments divided by 576.40 ERUs) and may change based on the final sizing of the Series 2022 Bonds. If such changes occur, the methodology described herein is applied to the land based on the number of and type of units of particular land uses within each and every parcel as signified by the number of ERUs.

As the land in Phase 1 is platted, the Series 2022 Bond Assessments are assigned to platted parcels based on the figures in Table 7 in the *Appendix*. If as a result of platting and apportionment of the Series 2022 Bond Assessments to the platted parcels, the Series 2022 Bond Assessments per ERU for land that remains unplatted remains equal to \$43,372.66 then no true-up adjustment will be necessary.

If as a result of platting of land in Phase 1 and apportionment of the Series 2022 Bond Assessments to the platted parcels the Series 2022 Bond Assessments per ERU for land that remains unplatted equal less than \$43,372.66 (for instance as a result of a larger number of units) then the per ERU Series 2022 Bond Assessments for all parcels within Phase 1 will be lowered if that state persists at the conclusion of platting of all land within Phase 1.

If, in contrast, as a result of platting of land in Phase 1 and apportionment of the Series 2022 Bond Assessments to the platted parcels, the Series 2022 Bond Assessments per ERU for land that remains unplatted equals more than \$43,372.66 (for instance as a

result of a smaller number of units), taking into account any future development plans for the unplatted lands – in the District’s sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in the Series 2022 Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per ERU to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Series 2022 Bond Assessments per ERU and \$43,372.66 multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the Series 2022 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the Series 2022 Bonds secured by the Series 2022 Bond Assessments).

In addition to platting of property within the District, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Series 2022 Bond Assessments per ERU for land that remains unplatted within the District remains equal to \$43,372.66. The test will be based upon the development rights as signified by the number of ERUs associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of the Series 2022 Bond Assessments transferred at sale.

5.7 Final Assessment Roll

Based on the per gross acre assessment proposed in Section 5.3, the Series 2022 Bond Assessments in the amount of \$25,000,000 will to be levied over the area described in Exhibit “A”, which comprises the Series 2022 Bonds Assessment Area.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the structure of the Series 2022 Bonds and Series 2022 Notes and related items, please refer to the Offering Statement associated with this transaction.

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

7.0 Appendix

Table 1

Creekview

Community Development District

Development Plan

Product Type	Phase 1			Future Areas Number of Units	Total Number of Units
	Areas 1 and 2 Number of Units	Area 5 Number of Units	Total Phase 1 Number of Units		
Townhome	0	0	0	102	102
Single Family 40'	0	0	0	32	32
Single Family 50'	167	185	352	346	698
Single Family 60'	129	58	187	367	554
Single Family 70'	0	0	0	95	95
Total	296	243	539	942	1,481

Table 2

Creekview

Community Development District

Capital Improvement Plan Costs

Improvement	Phase 1 Project				Future Project Costs	Total Costs
	Areas 1 and 2 Phase 1 Project Costs	Area 5 Phase 1 Project Costs	Master Phase 1 Project Costs*	Total Phase 1 Project Costs		
Stormwater Management System	\$6,364,000	\$5,724,500	\$0	\$12,088,500	\$19,925,000	\$32,013,500
Roadway Improvements	\$3,552,000	\$2,916,000	\$1,979,000	\$8,447,000	\$18,620,000	\$27,067,000
Water, Sewer and Reuse Systems	\$4,884,000	\$4,009,500	\$0	\$8,893,500	\$15,375,000	\$24,268,500
Amenities, Entry Feature, and Landscaping	\$500,000	\$500,000	\$0	\$1,000,000	\$6,200,000	\$7,200,000
Total	\$15,300,000	\$13,150,000	\$1,979,000	\$30,429,000	\$60,120,000	\$90,549,000.00

* The Master Phase 1 Project consists of the Phase 1 of the APF Road

Table 3

Creekview

Community Development District

Final Sources and Uses of Funds

<u>Sources</u>	<u>Series 2022 Bonds</u>
Bond Proceeds:	
Par Amount	\$25,000,000.00
Total Sources	\$25,000,000.00

<u>Uses</u>	
Project Fund Deposits:	
Project Fund	\$21,539,586.01
Other Fund Deposits:	
Debt Service Reserve Fund	\$1,553,181.25
Capitalized Interest Fund	\$1,210,760.24
	<hr/>
	\$2,763,941.49
Delivery Date Expenses:	
Costs of Issuance	\$196,472.50
Underwriter's Discount	\$500,000.00
	<hr/>
	\$696,472.50
Total Uses	\$25,000,000.00

Table 4

Creekview

Community Development District

Benefit Allocation

Product Type	Total Number of Units	ERU Weight	Total ERU
Townhome	102	0.60	61.20
Single Family 40'	32	0.80	25.60
Single Family 50'	698	1.00	698.00
Single Family 60'	554	1.20	664.80
Single Family 70'	95	1.40	133.00
Total	1,481		1,582.60

Product Type	Phase 1 Number of Units	ERU Weight	Phase 1 Total ERU	Percent of Total ERU
Townhome	0	0.60	0.00	
Single Family 40'	0	0.80	0.00	
Single Family 50'	352	1.00	352.00	
Single Family 60'	187	1.20	224.40	
Single Family 70'	0	1.40	0.00	
Total	539		576.40	36.4211%

Product Type	Future Areas Number of Units	ERU Weight	Future Areas Total ERU	Percent of Total ERU
Townhome	102	0.60	61.20	
Single Family 40'	32	0.80	25.60	
Single Family 50'	346	1.00	346.00	
Single Family 60'	367	1.20	440.40	
Single Family 70'	95	1.40	133.00	
Total	942		1,006.20	63.5789%

Table 5

Creekview

Community Development District

ERU-Based Allocation of Costs of the Capital Improvement Plan to Phase 1 and Future Areas

	Total ERU	Percent of Total ERU	Allocation of Costs of Capital Improvement Program
Phase 1 Capital Improvement Plan Cost	576.40	36.4211%	\$32,978,923.04
Future Areas Capital Improvement Plan Cost	1,006.20	63.5789%	\$57,570,076.96
Total	1,582.60	100.0000%	\$90,549,000.00

Product Type	Capital Improvement Plan Cost Allocation to Phase 1	Capital Improvement Plan Cost Allocation to Future Phases	Total Capital Improvement Program Cost
Townhome	\$0.00	\$3,501,578.92	\$3,501,578.92
Single Family 40'	\$0.00	\$1,464,712.75	\$1,464,712.75
Single Family 50'	\$20,139,800.33	\$19,796,508.28	\$39,936,308.61
Single Family 60'	\$12,839,122.71	\$25,197,636.55	\$38,036,759.26
Single Family 70'	\$0.00	\$7,609,640.47	\$7,609,640.47
Total	\$32,978,923.04	\$57,570,076.96	\$90,549,000.00

Table 6

Creekview

Community Development District

Phase 1 Project - Costs Allocation

Product Type	Phase 1 Project Costs	Capital Improvement Plan Cost Allocation to Phase 1	Capital Improvement Plan Cost Contributed by Developer	Capital Improvement Plan/Phase 1 Project Costs Funded by Series 2022 Bonds
Townhome	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 40'	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 50'	\$18,582,595.42	\$20,139,800.33	\$6,985,854.67	\$13,153,945.65
Single Family 60'	\$11,846,404.58	\$12,839,122.71	\$4,453,482.35	\$8,385,640.36
Single Family 70'	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$30,429,000.00	\$32,978,923.04	\$11,439,337.03	\$21,539,586.01

Table 7

Creekview

Community Development District

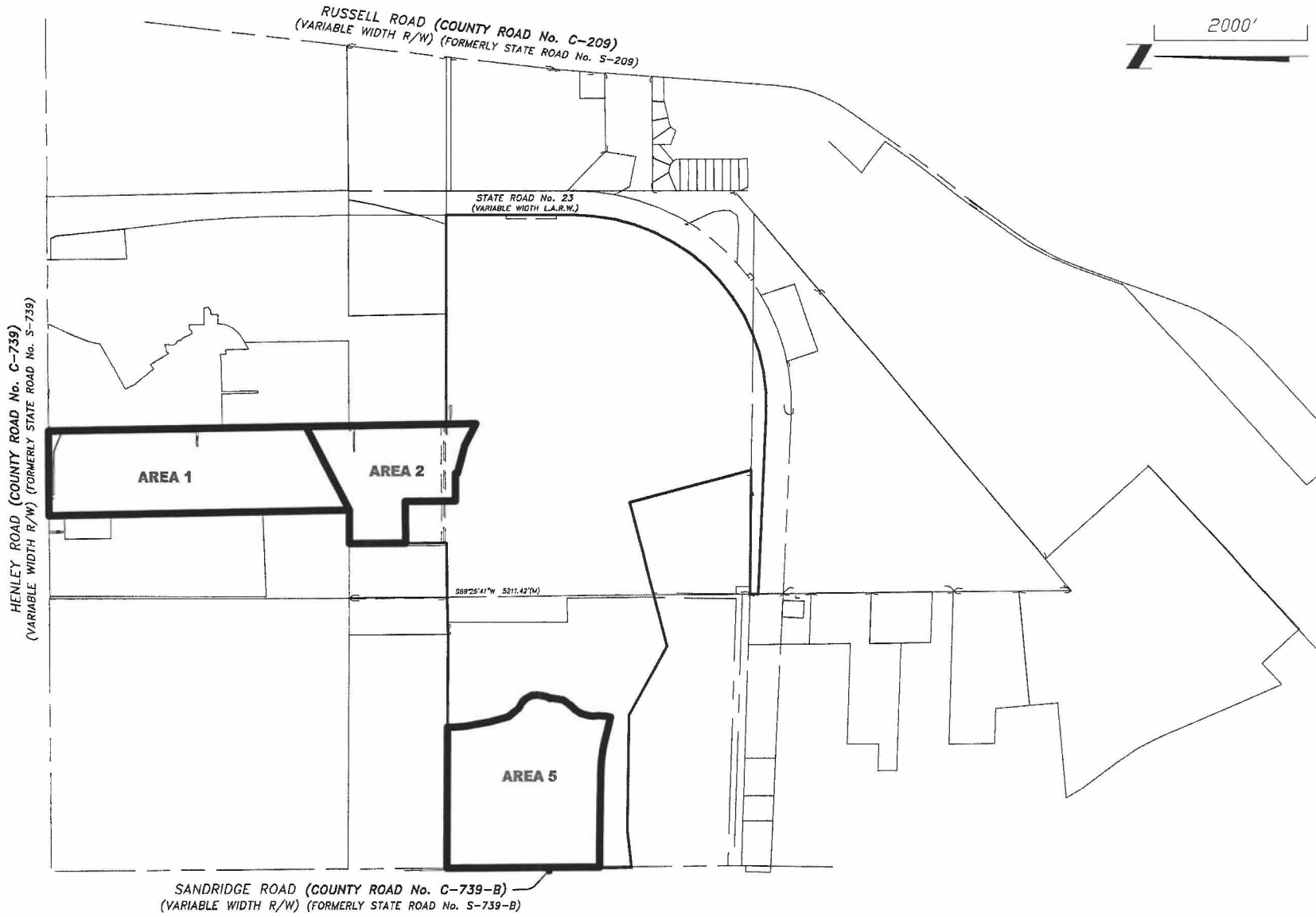
Phase 1 Series 2022 Bond Assessments Apportionment

Product Type	Phase 1 Number of Units	Capital Improvement Plan/Phase 1 Project Costs Funded by Series 2022 Bonds	Total Series 2022 Bond Assessments Apportionment	Series 2022 Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit - paid in March*
Townhome	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 40'	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 50'	352	\$13,153,945.65	\$15,267,175.57	\$43,372.66	\$2,928.94
Single Family 60'	187	\$8,385,640.36	\$9,732,824.43	\$52,047.19	\$3,514.73
Single Family 70'	0	\$0.00	\$0.00	\$0.00	\$0.00
Total	539	\$21,539,586.01	\$25,000,000.00		

* Includes costs of collection at 4% (subject to change) and allowance for early payment discount at 4% (subject to change)

Exhibit “A”

Series 2022 Bond Assessments in the amount of \$25,000,000 are proposed to be levied over the area as described below designating the boundary of Series 2022 Bonds Assessment Area:



VISION • EXPERIENCE • RESULTS
ENGLAND • THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 REG - 2584 LC - 0000316

**ASSESSMENT AREAS FOR
 AREAS 1, 2 AND 5
 CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT
 CLAY COUNTY, FLORIDA**

ETM NO. 17-115-07
DRAWN BY: MAJ
DATE: NOVEMBER 2021
DRAWING NO. PLATE 4

T:\2017\17-115\17-115-07\LandDev\Design\Plots\Exhibits\ASSESSMENT AREAS\Plate 4 ASSESSMENT PLATS\AREAS1,2,AR0215.dwg: 04 AM, BY: Mark Jeter

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE PLAT OF VILLAGE PARK UNIT 1A-1B, AS RECORDED IN PLAT BOOK 63, PAGES 28 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE NORTH 88°55'54" EAST, ALONG THE SOUTHERLY OF SAID PLAT OF VILLAGE PARK UNIT 1A-1B AND THE EASTERLY PROLONGATION THEREOF, 3905.73 FEET, TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2374, PAGE 885, OF SAID PUBLIC RECORDS; THENCE NORTH 88°59'40" EAST, ALONG THE SOUTHERLY LINE LAST SAID LANDS, 1270.05 FEET; THENCE SOUTH 00°14'05" EAST, 5.37 FEET; THENCE NORTH 89°48'06" EAST, 382.74 FEET; THENCE SOUTH 26°11'53" WEST, 293.68 FEET; THENCE SOUTH 14°52'38" WEST, 374.78 FEET; THENCE SOUTH 89°45'55" WEST, 25.30 FEET; THENCE SOUTH 00°14'05" EAST, 370.80 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE SOUTH 00°34'12" EAST, 569.79 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED PARCEL 2, DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4147, PAGE 1386, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°25'48" WEST, ALONG LAST SAID LINE, 745.04 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL "A", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 490, OF SAID PUBLIC RECORDS; THENCE NORTH 00°12'59" WEST, ALONG LAST SAID LINE, 448.60 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 88°56'50" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 493 AND OFFICIAL RECORDS BOOK 4178, PAGE 1821, OF SAID PUBLIC RECORDS, 3902.38 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF HENLEY ROAD (COUNTY ROAD NO. 739) (FORMERLY STATE ROAD NO. 739), A VARIABLE WIDTH RIGHT-OF-WAY NOW ESTABLISHED; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 00°37'24" WEST, 69.82 FEET; COURSE NO. 2: NORTH 00°18'49" WEST, 266.40 FEET; COURSE NO. 3: NORTH 00°23'32" WEST, 776.21 FEET, TO THE POINT OF BEGINNING, TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET, TO THE POINT OF BEGINNING, THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 92.31 FEET; THENCE SOUTH 63°59'53" EAST, 145.48 FEET; THENCE NORTH 75°51'34" EAST, 203.94 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°03'07" WEST, 174.55 FEET; THENCE SOUTH 80°20'16" EAST, 61.37 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°38'42" EAST, 153.08 FEET; THENCE NORTH 75°35'37" EAST, 226.70 FEET; THENCE SOUTH 49°46'59" EAST, 239.21 FEET; THENCE SOUTH 87°07'58" EAST, 344.42 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2170.00 FEET, AN ARC DISTANCE OF 652.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°34'37" WEST, 649.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°57'54" WEST, 912.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2030.00 FEET, AN ARC DISTANCE OF 49.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°16'03" WEST, 49.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°25'49" EAST, 224.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°34'03" WEST, 42.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°33'55" WEST, ALONG LAST SAID LINE, 880.74 FEET; THENCE NORTH 00°22'13" WEST, 260.44 FEET; THENCE SOUTH 89°37'47" WEST, 93.04 FEET; THENCE NORTH 00°22'13" WEST, 160.51 FEET; THENCE NORTH 67°26'45" WEST, 59.85 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 24.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°48'31" WEST, 23.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°56'12" WEST, 144.90 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°25'03" WEST, 40.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°53'53" WEST, 96.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655.79 FEET, AN ARC DISTANCE OF 143.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°23'17" EAST, 143.61 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°12'08" EAST, 44.96 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.80 FEET, AN ARC DISTANCE OF 265.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°16'55" EAST, 248.09 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 30.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°31'28" EAST, 29.93 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.61 FEET, AN ARC DISTANCE OF 66.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°07'49" EAST, 60.50 FEET; THENCE NORTH 12°08'08" WEST, 207.55 FEET; THENCE NORTH 21°15'51" WEST, 52.65 FEET; THENCE NORTH 30°16'04" WEST, 111.59 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 779.88 FEET, AN ARC DISTANCE OF 137.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°46'10" EAST, 136.95 FEET; THENCE NORTH 20°11'36" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°04'22" EAST, 7.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND



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**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 5A

DISTANCE OF NORTH 27°09'43" EAST, 34.21 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°00'54" WEST, 104.56 FEET; THENCE SOUTH 70°09'33" WEST, 84.44 FEET; THENCE SOUTH 64°10'36" WEST, 112.71 FEET; THENCE SOUTH 55°33'23" WEST, 168.79 FEET; THENCE SOUTH 47°02'08" WEST, 112.65 FEET; THENCE SOUTH 42°36'51" WEST, 84.75 FEET; THENCE NORTH 52°53'05" WEST, 103.07 FEET; THENCE SOUTH 37°06'55" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°38'55" WEST, 36.25 FEET; THENCE NORTH 55°49'04" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1159.88 FEET, AN ARC DISTANCE OF 5.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°19'06" EAST, 5.52 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°12'54" WEST, 34.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°53'05" WEST, 55.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 50.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°14'45" WEST, 50.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1289.88 FEET, AN ARC DISTANCE OF 150.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°13'42" WEST, 150.51 FEET; THENCE NORTH 89°47'23" WEST, 188.16 FEET, TO AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951; THENCE NORTH 00°11'40" EAST, ALONG LAST SAID LINE, 465.13 FEET, TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET, THENCE CONTINUE SOUTH 00°11'40" WEST, CONTINUING ALONG LAST SAID LINE, 465.13 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'23" EAST, 188.16 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1289.88 FEET, AN ARC DISTANCE OF 150.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°13'42" EAST, 150.51 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 50.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°14'45" EAST, 50.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°53'05" EAST, 55.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°12'54" EAST, 34.53 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1159.88 FEET, AN ARC DISTANCE OF 5.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°19'06" WEST, 5.52 FEET; THENCE SOUTH 55°49'04" EAST, 60.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°38'55" EAST, 36.25 FEET; THENCE NORTH 37°06'55" EAST, 60.00 FEET; THENCE SOUTH 52°53'05" EAST, 103.07 FEET; THENCE NORTH 42°36'51" EAST, 84.75 FEET; THENCE NORTH 47°02'08" EAST, 112.65 FEET; THENCE NORTH 55°33'23" EAST, 168.79 FEET; THENCE NORTH 64°10'36" EAST, 112.71 FEET; THENCE NORTH 70°09'33" EAST, 84.44 FEET; THENCE SOUTH 16°00'54" EAST, 104.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 37.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°09'43" WEST, 34.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 839.88 FEET, AN ARC DISTANCE OF 7.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°04'22" WEST, 7.80 FEET; THENCE SOUTH 20°11'36" EAST, 60.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 779.88 FEET, AN ARC DISTANCE OF 137.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°46'10" WEST, 136.95 FEET; THENCE SOUTH 30°16'04" EAST, 111.59 FEET; THENCE SOUTH 21°15'51" EAST, 52.65 FEET; THENCE SOUTH 12°08'08" EAST, 207.55 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 43.61 FEET, AN ARC DISTANCE OF 66.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°07'49" WEST, 60.50 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 30.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°31'28" WEST, 29.93 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 208.80 FEET, AN ARC DISTANCE OF 265.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°16'55" WEST, 248.09 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 50.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°12'08" WEST, 44.96 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 655.79 FEET, AN ARC DISTANCE OF 143.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°23'17" WEST, 143.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°53'53" EAST, 96.91 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 44.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°25'03" EAST, 40.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°56'12" EAST, 144.90 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 24.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°48'31" EAST, 23.09 FEE; THENCE SOUTH 67°26'45" EAST, 59.85 FEET; THENCE SOUTH 00°22'13" EAST, 160.51 FEET; THENCE NORTH 89°37'47" EAST, 93.04 FEET; THENCE SOUTH 00°22'13" EAST, 260.44 FEET, THE NORTHERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED; THENCE SOUTH 89°33'55" WEST, ALONG LAST SAID LINE, 1076.37 FEET, TO AFORESAID EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951; THENCE NORTH 00°11'40" EAST, 1199.94 FEET, TO THE POINT OF BEGINNING. TOGETHER WITH:



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14775 Old St. Augustine Road, Jacksonville, FL 32258
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**ASSESSMENT AREAS LEGAL DESCRIPTION
FOR AREAS 1, 2 AND 5
CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 5B

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 92.31 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 39°10'07" EAST, 238.60 FEET; THENCE SOUTH 80°20'16" EAST, 155.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 830.00 FEET, AN ARC DISTANCE OF 174.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°03'07" EAST, 174.55 FEET; THENCE SOUTH 75°51'34" WEST, 203.94 FEET; THENCE NORTH 63°59'53" WEST, 145.48 FEET, TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 89°25'27" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1270.22 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 1775, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE SOUTH 01°21'22" EAST, ALONG LAST SAID LINE, 489.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°11'40" WEST, ALONG LAST SAID LINE, 1389.46 FEET; THENCE NORTH 74°26'32" EAST, 945.75 FEET; THENCE NORTH 39°10'07" EAST, 330.90 FEET; THENCE SOUTH 80°20'16" EAST, 216.94 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 80°20'16" EAST, 165.52 FEET; THENCE SOUTH 49°46'59" EAST, 104.00 FEET; THENCE SOUTH 75°35'37" WEST, 226.70 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 153.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°38'42" WEST, 153.08 FEET, TO THE POINT OF BEGINNING.

CONTAINING 231.38 ACRES, MORE OR LESS.



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CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT**

CLAY COUNTY, FLORIDA

ETM NO. 17-115-07

DRAWN BY: MAJ

DATE: NOVEMBER 2021

PLATE 5C

EXHIBIT C
Maturities and Coupon of Series 2022 Bonds

BOND MATURITY TABLE

Creekview Community Development District
Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project)

Maturity Date	Term 1	Term 2	Term 3	Term 4	Total
05/01/2024	410,000				410,000
05/01/2025	425,000				425,000
05/01/2026	440,000				440,000
05/01/2027	460,000				460,000
05/01/2028		480,000			480,000
05/01/2029		500,000			500,000
05/01/2030		520,000			520,000
05/01/2031		545,000			545,000
05/01/2032		565,000			565,000
05/01/2033			595,000		595,000
05/01/2034			620,000		620,000
05/01/2035			650,000		650,000
05/01/2036			680,000		680,000
05/01/2037			715,000		715,000
05/01/2038			745,000		745,000
05/01/2039			780,000		780,000
05/01/2040			820,000		820,000
05/01/2041			860,000		860,000
05/01/2042			900,000		900,000
05/01/2043				940,000	940,000
05/01/2044				990,000	990,000
05/01/2045				1,035,000	1,035,000
05/01/2046				1,085,000	1,085,000
05/01/2047				1,140,000	1,140,000
05/01/2048				1,195,000	1,195,000
05/01/2049				1,255,000	1,255,000
05/01/2050				1,315,000	1,315,000
05/01/2051				1,375,000	1,375,000
05/01/2052				1,445,000	1,445,000
05/01/2053				1,515,000	1,515,000
	1,735,000	2,610,000	7,365,000	13,290,000	25,000,000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term 1	1,735,000.00	100.000	3.875%	3.600
Term 2	2,610,000.00	100.000	4.250%	8.135
Term 3	7,365,000.00	100.000	4.625%	15.933
Term 4	13,290,000.00	100.000	4.750%	26.526
	25,000,000.00			19.894

FORM 8038 STATISTICS

Creekview Community Development District
 Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project)

Dated Date 04/12/2022
 Delivery Date 04/12/2022

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity	
Term 1:	05/01/2024	410,000.00	3.875%	100.000	410,000.00	410,000.00	
	05/01/2025	425,000.00	3.875%	100.000	425,000.00	425,000.00	
	05/01/2026	440,000.00	3.875%	100.000	440,000.00	440,000.00	
	05/01/2027	460,000.00	3.875%	100.000	460,000.00	460,000.00	
Term 2:	05/01/2028	480,000.00	4.250%	100.000	480,000.00	480,000.00	
	05/01/2029	500,000.00	4.250%	100.000	500,000.00	500,000.00	
	05/01/2030	520,000.00	4.250%	100.000	520,000.00	520,000.00	
	05/01/2031	545,000.00	4.250%	100.000	545,000.00	545,000.00	
	05/01/2032	565,000.00	4.250%	100.000	565,000.00	565,000.00	
Term 3:	05/01/2033	595,000.00	4.625%	100.000	595,000.00	595,000.00	
	05/01/2034	620,000.00	4.625%	100.000	620,000.00	620,000.00	
	05/01/2035	650,000.00	4.625%	100.000	650,000.00	650,000.00	
	05/01/2036	680,000.00	4.625%	100.000	680,000.00	680,000.00	
	05/01/2037	715,000.00	4.625%	100.000	715,000.00	715,000.00	
	05/01/2038	745,000.00	4.625%	100.000	745,000.00	745,000.00	
	05/01/2039	780,000.00	4.625%	100.000	780,000.00	780,000.00	
	05/01/2040	820,000.00	4.625%	100.000	820,000.00	820,000.00	
	05/01/2041	860,000.00	4.625%	100.000	860,000.00	860,000.00	
	05/01/2042	900,000.00	4.625%	100.000	900,000.00	900,000.00	
	Term 4:	05/01/2043	940,000.00	4.750%	100.000	940,000.00	940,000.00
		05/01/2044	990,000.00	4.750%	100.000	990,000.00	990,000.00
05/01/2045		1,035,000.00	4.750%	100.000	1,035,000.00	1,035,000.00	
05/01/2046		1,085,000.00	4.750%	100.000	1,085,000.00	1,085,000.00	
05/01/2047		1,140,000.00	4.750%	100.000	1,140,000.00	1,140,000.00	
05/01/2048		1,195,000.00	4.750%	100.000	1,195,000.00	1,195,000.00	
05/01/2049		1,255,000.00	4.750%	100.000	1,255,000.00	1,255,000.00	
05/01/2050		1,315,000.00	4.750%	100.000	1,315,000.00	1,315,000.00	
05/01/2051		1,375,000.00	4.750%	100.000	1,375,000.00	1,375,000.00	
05/01/2052		1,445,000.00	4.750%	100.000	1,445,000.00	1,445,000.00	
05/01/2053		1,515,000.00	4.750%	100.000	1,515,000.00	1,515,000.00	
		25,000,000.00			25,000,000.00	25,000,000.00	

EXHIBIT D
Sources and Uses of Funds

SOURCES AND USES OF FUNDS

Creekview Community Development District
Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project)

Sources:

Bond Proceeds:	
Par Amount	25,000,000.00
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	25,000,000.00

Uses:

Other Fund Deposits:	
DSRF (MADS)	1,553,181.25
Capitalized Interest Fund (through 5/1/2023)	<u>1,210,760.24</u>
	2,763,941.49
Delivery Date Expenses:	
Cost of Issuance	196,472.50
Underwriter's Discount	<u>500,000.00</u>
	696,472.50
Other Uses of Funds:	
Construction Fund	<u>21,539,586.01</u>
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	25,000,000.00

EXHIBIT E
Annual Debt Service Payment Due on Series 2022 Bonds

BOND DEBT SERVICE

Creekview Community Development District
Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project)

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2022			635,728.99	635,728.99
11/01/2023			1,150,062.50	1,150,062.50
11/01/2024	410,000	3.875%	1,142,118.75	1,552,118.75
11/01/2025	425,000	3.875%	1,125,940.63	1,550,940.63
11/01/2026	440,000	3.875%	1,109,181.26	1,549,181.26
11/01/2027	460,000	3.875%	1,091,743.76	1,551,743.76
11/01/2028	480,000	4.250%	1,072,631.26	1,552,631.26
11/01/2029	500,000	4.250%	1,051,806.26	1,551,806.26
11/01/2030	520,000	4.250%	1,030,131.26	1,550,131.26
11/01/2031	545,000	4.250%	1,007,500.01	1,552,500.01
11/01/2032	565,000	4.250%	983,912.51	1,548,912.51
11/01/2033	595,000	4.625%	958,146.88	1,553,146.88
11/01/2034	620,000	4.625%	930,050.00	1,550,050.00
11/01/2035	650,000	4.625%	900,681.25	1,550,681.25
11/01/2036	680,000	4.625%	869,925.00	1,549,925.00
11/01/2037	715,000	4.625%	837,665.63	1,552,665.63
11/01/2038	745,000	4.625%	803,903.13	1,548,903.13
11/01/2039	780,000	4.625%	768,637.50	1,548,637.50
11/01/2040	820,000	4.625%	731,637.50	1,551,637.50
11/01/2041	860,000	4.625%	692,787.50	1,552,787.50
11/01/2042	900,000	4.625%	652,087.50	1,552,087.50
11/01/2043	940,000	4.750%	608,950.00	1,548,950.00
11/01/2044	990,000	4.750%	563,112.50	1,553,112.50
11/01/2045	1,035,000	4.750%	515,018.75	1,550,018.75
11/01/2046	1,085,000	4.750%	464,668.75	1,549,668.75
11/01/2047	1,140,000	4.750%	411,825.00	1,551,825.00
11/01/2048	1,195,000	4.750%	356,368.75	1,551,368.75
11/01/2049	1,255,000	4.750%	298,181.25	1,553,181.25
11/01/2050	1,315,000	4.750%	237,143.75	1,552,143.75
11/01/2051	1,375,000	4.750%	173,256.25	1,548,256.25
11/01/2052	1,445,000	4.750%	106,281.25	1,551,281.25
11/01/2053	1,515,000	4.750%	35,981.25	1,550,981.25
	25,000,000		23,317,066.58	48,317,066.58

BOND DEBT SERVICE

Creekview Community Development District
 Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2022			635,728.99	635,728.99	635,728.99
05/01/2023			575,031.25	575,031.25	
11/01/2023			575,031.25	575,031.25	1,150,062.50
05/01/2024	410,000	3.875%	575,031.25	985,031.25	
11/01/2024			567,087.50	567,087.50	1,552,118.75
05/01/2025	425,000	3.875%	567,087.50	992,087.50	
11/01/2025			558,853.13	558,853.13	1,550,940.63
05/01/2026	440,000	3.875%	558,853.13	998,853.13	
11/01/2026			550,328.13	550,328.13	1,549,181.26
05/01/2027	460,000	3.875%	550,328.13	1,010,328.13	
11/01/2027			541,415.63	541,415.63	1,551,743.76
05/01/2028	480,000	4.250%	541,415.63	1,021,415.63	
11/01/2028			531,215.63	531,215.63	1,552,631.26
05/01/2029	500,000	4.250%	531,215.63	1,031,215.63	
11/01/2029			520,590.63	520,590.63	1,551,806.26
05/01/2030	520,000	4.250%	520,590.63	1,040,590.63	
11/01/2030			509,540.63	509,540.63	1,550,131.26
05/01/2031	545,000	4.250%	509,540.63	1,054,540.63	
11/01/2031			497,959.38	497,959.38	1,552,500.01
05/01/2032	565,000	4.250%	497,959.38	1,062,959.38	
11/01/2032			485,953.13	485,953.13	1,548,912.51
05/01/2033	595,000	4.625%	485,953.13	1,080,953.13	
11/01/2033			472,193.75	472,193.75	1,553,146.88
05/01/2034	620,000	4.625%	472,193.75	1,092,193.75	
11/01/2034			457,856.25	457,856.25	1,550,050.00
05/01/2035	650,000	4.625%	457,856.25	1,107,856.25	
11/01/2035			442,825.00	442,825.00	1,550,681.25
05/01/2036	680,000	4.625%	442,825.00	1,122,825.00	
11/01/2036			427,100.00	427,100.00	1,549,925.00
05/01/2037	715,000	4.625%	427,100.00	1,142,100.00	
11/01/2037			410,565.63	410,565.63	1,552,665.63
05/01/2038	745,000	4.625%	410,565.63	1,155,565.63	
11/01/2038			393,337.50	393,337.50	1,548,903.13
05/01/2039	780,000	4.625%	393,337.50	1,173,337.50	
11/01/2039			375,300.00	375,300.00	1,548,637.50
05/01/2040	820,000	4.625%	375,300.00	1,195,300.00	
11/01/2040			356,337.50	356,337.50	1,551,637.50
05/01/2041	860,000	4.625%	356,337.50	1,216,337.50	
11/01/2041			336,450.00	336,450.00	1,552,787.50
05/01/2042	900,000	4.625%	336,450.00	1,236,450.00	
11/01/2042			315,637.50	315,637.50	1,552,087.50
05/01/2043	940,000	4.750%	315,637.50	1,255,637.50	
11/01/2043			293,312.50	293,312.50	1,548,950.00
05/01/2044	990,000	4.750%	293,312.50	1,283,312.50	
11/01/2044			269,800.00	269,800.00	1,553,112.50
05/01/2045	1,035,000	4.750%	269,800.00	1,304,800.00	
11/01/2045			245,218.75	245,218.75	1,550,018.75
05/01/2046	1,085,000	4.750%	245,218.75	1,330,218.75	
11/01/2046			219,450.00	219,450.00	1,549,668.75
05/01/2047	1,140,000	4.750%	219,450.00	1,359,450.00	
11/01/2047			192,375.00	192,375.00	1,551,825.00
05/01/2048	1,195,000	4.750%	192,375.00	1,387,375.00	
11/01/2048			163,993.75	163,993.75	1,551,368.75
05/01/2049	1,255,000	4.750%	163,993.75	1,418,993.75	
11/01/2049			134,187.50	134,187.50	1,553,181.25

BOND DEBT SERVICE

Creekview Community Development District
 Special Assessment Revenue Bonds, Series 2022 (Phase 1 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2050	1,315,000	4.750%	134,187.50	1,449,187.50	
11/01/2050			102,956.25	102,956.25	1,552,143.75
05/01/2051	1,375,000	4.750%	102,956.25	1,477,956.25	
11/01/2051			70,300.00	70,300.00	1,548,256.25
05/01/2052	1,445,000	4.750%	70,300.00	1,515,300.00	
11/01/2052			35,981.25	35,981.25	1,551,281.25
05/01/2053	1,515,000	4.750%	35,981.25	1,550,981.25	
11/01/2053					1,550,981.25
	25,000,000		23,317,066.58	48,317,066.58	48,317,066.58

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKVIEW COMMUNITY DEVELOPMENT DESIGNATING ERNESTO TORRES AS ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to designate a certain Officer of the District.

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

SECTION 1. Ernesto Torres is designated as Assistant Secretary.

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

PASSED AND ADOPTED this 7th day of April, 2022.

ATTEST:

**CREEKVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CREEKVIEW

COMMUNITY DEVELOPMENT DISTRICT

9C

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Carlton Construction, Inc., 4615 U.S. Highway 17, Suite 1, Fleming Island, Florida 32003

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 26, 2021	Regular Meeting	9:30 A.M.
November 30, 2021 CANCELED	Regular Meeting	9:30 A.M.
January 3, 2022	Special Meeting	9:30 A.M.
January 25, 2022 <i>rescheduled to January 28, 2022</i>	Regular Meeting	9:30 A.M.
January 28, 2022	Special Meeting	9:30 A.M.
February 4, 2022	Continued Special Meeting	9:30 A.M.
February 22, 2022 CANCELED	Regular Meeting	9:30 A.M.
March 22, 2022	Regular Meeting	9:30 A.M.
April 7, 2022	Continued Regular Meeting	2:00 P.M.
April 26, 2022	Regular Meeting	9:30 A.M..
May 24, 2022	Regular Meeting	9:30 A.M.
June 28, 2022	Regular Meeting	9:30 A.M.
July 26, 2022	Regular Meeting	9:30 A.M.
August 23, 2022	Public Hearing & Regular Meeting	9:30 A.M..
September 27, 2022	Regular Meeting	9:30 A.M.