

KD52

COMMUNITY DEVELOPMENT

DISTRICT No. 1

May 9, 2025

BOARD OF SUPERVISORS

SPECIAL MEETING

AGENDA

KD52

COMMUNITY DEVELOPMENT DISTRICT

No. 1

**AGENDA
LETTER**

KD52 Community Development District No. 1
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 2, 2025

Board of Supervisors
KD52 Community Development District No. 1

Dear Board Members:

The Board of Supervisors of the KD52 Community Development District No. 1 will hold a Special Meeting on May 9, 2025, at 10:00 a.m., at RAW Space Collaborative, 6013 Wesley Grove Blvd., Building 2, Suite 208, Wesley Chapel, Florida 33544. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisors [Laura Lindsey - Seat 4, Travis Loxton - Seat 5] *(the following will be provided under separate cover)*
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-33, Electing and Removing Officers of the District, and Providing for an Effective Date
5. Consideration of Amendment to Interlocal Agreement
6. Consideration of Amendment to Master Trust Indenture
7. Consideration of Acquisition Agreement
8. Consideration of Bond Validation Related Items
9. NEXT MEETING DATE: May 15, 2025 at 1:00 PM at RAW Space Collaborative, 6013 Wesley Grove Blvd., Building 2, Suite 208, Wesley Chapel, Florida 33544 [Adoption of FY2025 and FY2026 Budget]

ATTENDEES:

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

Note: Meeting Location

○ QUORUM CHECK

SEAT 1	TOLLY KRUSEN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	LANE GARDNER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	MATTHEW JOSEY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	LAURA LINDSEY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	TRAVIS LOXTON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

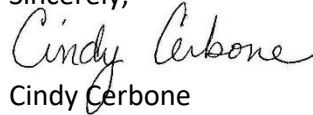
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

KD52

COMMUNITY DEVELOPMENT DISTRICT

No. 1

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**KD52 COMMUNITY DEVELOPMENT DISTRICT NO. 1
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER KD52 COMMUNITY DEVELOPMENT DISTRICT NO. 1 AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of KD52 Community Development District No. 1 and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida
Print Name: _____
Commission No.: _____ Expires: _____

MAILING ADDRESS: Home Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

KD52

COMMUNITY DEVELOPMENT DISTRICT

No. 1

**RATIFICATION
ITEMS**

RESOLUTION 2025-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KD52 COMMUNITY DEVELOPMENT DISTRICT NO. 1 ELECTING AND REMOVING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the KD52 Community Development District No. 1 (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KD52 COMMUNITY DEVELOPMENT DISTRICT NO. 1:

SECTION 1. The following is/are elected as Officer(s) of the District effective April 15, 2025:

Howard Lane Gardner is elected Chair

Tolly Krusen is elected Vice Chair

Matthew Josey is elected Assistant Secretary

Laura Lindsey is elected Assistant Secretary

Travis Loxton is elected Assistant Secretary

Chris Conti is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of April 15, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 15th day of April, 2025.

ATTEST:

**KD52 COMMUNITY
DEVELOPMENT DISTRICT NO. 1**


Secretary/Assistant Secretary


Chair/Vice Chair, Board of Supervisors

KD52

COMMUNITY DEVELOPMENT DISTRICT

No. 1

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**INTERLOCAL AGREEMENT BETWEEN KD52
COMMUNITY DEVELOPMENT DISTRICT NO. 1 AND
KD52 COMMUNITY DEVELOPMENT DISTRICT NO. 2
REGARDING THE FINANCING, CONSTRUCTION AND
MAINTENANCE OF CERTAIN IMPROVEMENTS**

This Interlocal Agreement (“Interlocal Agreement”), dated as of the ____ day of _____, _____, is entered into by and between KD52 Community Development District No. 1 (“KD52 No. 1”) and KD52 Community Development District No. 2 (“KD52 No. 2”) and together with KD52 No. 1, “Districts”), both units of special purpose local government with mailing addresses of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, the Districts were established by ordinances of Pasco County for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, landscaping, stormwater management facilities, water and sanitary sewer facilities, and other improvements; and

WHEREAS, the Districts are contiguously located, are interconnected through roadway infrastructure, and lie within the KD52 MPUD as approved by Pasco County (the “MPUD”); and

WHEREAS, compliance with the MPUD requires or allows for the construction of certain infrastructure, which improvements are further described in **Exhibit A** (“Improvements”); and

WHEREAS, the Districts have determined that the Improvements provide substantial mutual benefit to the lands within their respective boundaries, and desire to share in the cost to finance, construct and maintain the Improvements; and

WHEREAS, jointly constructing, managing and financing the Improvements will afford an efficient and cost effective means of providing the Improvements by reducing the potential for conflicts in coordination of construction, allowing for economies of scale to be enjoyed by each of the Districts, ensuring compatibility of materials, design, timing, and completion of the Improvements, and helping to ensure that the Improvements are completed in a manner consistent with the requirements of the MPUD; and

WHEREAS, it is in the mutual interests of KD52 No. 1 and KD52 No. 2 to establish the respective obligations, rights and benefits of each in connection with the funding, construction, operation, and maintenance of the Improvements; and

WHEREAS, Chapter 163, Part I, Florida Statutes (2024), known as the “Florida Interlocal Cooperation Act of 1969,” (“Cooperation Act”), as amended, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide services and facilities in a manner that will best serve the needs and development of local communities; and

WHEREAS, the Districts find this Interlocal Agreement to be desirable and permissible to the exercise of their powers, duties and purposes authorized by law.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Districts agree as follows:

ARTICLE I: INTRODUCTION

Section 1.01. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the District Act, and other applicable laws.

Section 1.02. Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of KD52 No. 1 and KD52 No. 2, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this Interlocal Agreement.

Section 1.04. Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

"Cooperation Act" means Chapter 163 Part I, Florida Statutes, known and referred to as the Florida Interlocal Cooperation Act of 1969, and any amendments thereto.

"District Act" means Chapter 190, Florida Statutes and any amendments thereto.

ARTICLE II: POWERS OF THE DISTRICTS

Section 2.01. Powers of the Districts. Unless otherwise expressly provided in this section, the Districts shall each retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, as amended, including but not limited to, the general powers set forth in §190.011 and 190.012(1), Florida Statutes (2024) and their respective establishing ordinances as may be amended from time to time.

ARTICLE III: RESPONSIBILITIES OF THE DISTRICTS

Section 3.01. Funding of Improvements. The Improvements shall be funded as follows:

A. KD52 No. 1's Responsibilities. The cost of the Improvements shall be allocated between the Districts as described in **Exhibit B ("Benefit Allocation")**. KD52 No. 1 shall assume the responsibility and obligation to issue revenue bonds in one or more series (the **"Bonds"**) to fund the entirety of the Improvements required by or allowed by the MPUD and as shown in Exhibit A (the **"Bond Proceeds"**.) KD52 No. 1 shall secure such Bonds by imposing special assessments on benefitted lands located within its boundaries. Such special assessments shall be in the amounts described in Exhibit B and consistent with the allocations therein. These special

assessments shall be collected at the times and in the manner required by applicable trust indentures.

B. KD52 No. 2's Responsibilities. KD52 No. 2 shall also secure the Bonds by imposing special assessments on benefitted lands located within its boundaries. Such special assessments shall be in the amounts described in Exhibit B and consistent with the allocations therein ("**KD52 No. 2 Contribution**"). Such special assessments shall be collected at the times and in the manner required by the trust indentures applicable to the Bonds. The KD52 No. 2 Contribution shall be remitted monthly to KD52 No.1 as such special assessments are received by KD52 No. 2.

Section 3.02 Acknowledgment of Liability Limitations.

A. Limitation of Liability for Payment Defaults. The Districts agree and acknowledge that the successful financing and funding of the Improvements requires the mutual cooperation of each District. Regardless of the successful cooperative efforts of the Districts, the Districts acknowledge that any landowner within either District may at any moment elect not to pay the special assessments levied by each District pursuant to this Agreement ("Payment Default"). As a part of such cooperation, the Districts desire to agree, acknowledge and memorialize that a Payment Default by any landowner in either KD52 No. 1 or KD52 No. 2 shall not constitute a Payment Default by any other resident or landowner in either of the Districts and each District's remedies shall be limited solely and exclusively against the property of the landowner committing the specific Payment Default.

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B. No Increase in Special Assessments due to Payment Default. The Districts' further agree and acknowledge that in the event of a Payment Default by any landowner in either District, neither District shall increase the Special Assessments imposed on any other properties within their respective boundaries to make up or collect any deficiency associated with such a Payment Default.

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Section 3.03 Construction of Improvements.

A.C. Flow of Construction Funds. The Districts agree that all Bond Proceeds shall be held in trust as required by Florida law and pursuant to KD52 No. 1's contract with the trustee as designated by resolution of KD52 No. 1. Applicable trust indentures require the adoption of requisitions in order to expend the Bond Proceeds. In order to ensure the efficient and timely funding of construction and other contracts for the Improvements, the Districts hereby agree to the following procedure for payment.

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1. Requisition Preparation. KD52 No. 1 shall review all invoices, pay requests and other documents supporting payment of proper costs of construction (including engineering, legal, design, survey and other soft costs), and cause to be prepared appropriate requisitions from the Trust Account. Said requisitions shall be presented to KD52 No. 2 for review and approval. Upon the earlier of approval by KD52 No. 2 or seven (7) calendar days, KD52 No. 1 shall cause the requisition to be submitted for payment from the applicable trust account.

2. Dispute Resolution. In the event the Districts dispute the contents of a requisition, the Districts agree to use best efforts to dissolve a dispute. First, the Districts agree to cause their respective engineers to use their best efforts to resolve any disputes. To the extent the Districts' representatives are unable to agree, the Districts agree to submit the dispute to a third-party engineer, chosen jointly by the chairpersons of each of the Districts. Failing to resolve the dispute on the advice of a third-party engineer, either of the Districts may utilize all remedies available to it under this Interlocal Agreement. The Districts acknowledge that at the time of execution of this Interlocal Agreement, each of the Districts utilize the services of Clearview Land Design, P.L. ("Clearview") and hereby affirm their waiver of any conflict with respect to that retention.

DD. Right to Reimbursement. The Districts agree that the KD52 No. 2 Contribution is intended to provide repayment for debt service on the Bonds to be issued by KD52 No.1 for the construction or acquisition of Improvements which provide benefit to the lands within the Districts. There shall be no right to reimbursement of the KD52 No. 2 Contribution so long as the KD52 No. 2 Contribution is for the debt service on such Bonds used to fund Improvements or similar infrastructure improvements which benefit KD52 No. 2 in accordance with Exhibit A.

Section 3.043 Construction of Improvements. KD52 No. 1 shall construct, install, or acquire the Improvements in accordance with all applicable permit requirements, requirements of regulatory agencies, the Interlocal Agreement, and mandates of general law.

A. Contracting for Improvements. KD52 No. 1 shall comply with all laws in the solicitation, selection and execution of any such construction contracts. It shall ensure that all contractors are appropriately bonded to the extent required by the law and that the respective interests of each of the Districts are appropriately insured under each such contract.

B. Construction Administration. KD52 No. 1 shall assign a project manager with respect to the Improvements and administration of this Agreement who will:

1. Act as a liaison between the Districts, being responsive to both;
2. Attend board meetings of both Districts upon previous notification that the Improvements are to be discussed;
3. Review and process all invoices for the Improvements;
4. Review and approve design documents, as necessary for the Improvements;
5. Maintain the official project files with respect to the Improvements;
6. Coordinate with inspectors to resolve issues involving compliance with specifications and design documents with respect to the Improvements;
7. Perform all other contract functions as required for completion of the Improvements.

C. Construction Default; Takeover. If, at any time, KD52 No. 1 fails to complete the construction of the Improvements, subject only to reasonable delays for Force Majeure (a "Construction Event of Default"), KD52 No. 2 may, after notice to KD52 No. 1 and upon the failure of KD52 No. 1 to cure within a reasonable time, take assignment of any such construction contract for the Improvements and access funds set aside for construction of the

Improvements to complete construction of the same (“Takeover”), including funds in the Trust Account.

Section 3.054 Ownership and Maintenance of Improvements. The Districts agree that at the conclusion of the construction or installation of the Improvements, each of the Districts ~~may~~ shall accept ownership of the Improvements lying within each of their respective geographic boundaries to the extent any Improvements are not accepted by Pasco County or other body of government or utility.

Section 3.065 Operation and Maintenance of Common Area Improvements. With this Interlocal Agreement, KD52 No. 1 agrees to assume ownership and maintenance responsibility of the surface water management system retention ponds, street lighting, landscaping, irrigation and signage, other than traffic control signage, and similar such infrastructure located within the common areas identified on **Exhibit C** attached hereto (“**Common Area Improvements**”). KD52 No. 1 shall by separate mutually agreeable instrument grant access and usage rights to KD52 No. 2 as the parties deem to be required or useful. Any such ownership and maintenance responsibility may be subject to an agreement between KD52 No. 1 and any property owner’s association that is formed and assumes this obligation (“**POA**”). In the event KD52 No. 1 or the POA fail to maintain the Common Area Improvements, KD52 No. 2, after notice to KD52 No. 1 and upon the failure of KD52 No. 1 to cure within a reasonable time, shall have the authority to take such remedial action as is necessary to maintain the Common Area Improvements through any lawful means available and assess the costs of such remedial action to KD52 No. 1 or the POA.

Section 3.067 Sharing of Operation and Maintenance Costs Related to Common Area Improvements. The Districts agree that in recognition of the mutual benefits provided by the Common Area Improvements, certain costs associated with the maintenance, operation, upkeep, repair and replace of the Common Area Improvements should be shared. Within seven (7) days after KD52 No. 1 approves its annual proposed budget, KD52 No. 1 shall provide a copy of its proposed budget to KD52 No. 2 to review. If KD52 No. 2 disputes the total amount budgeted by KD52 No.1 for the operation and maintenance of the Common Area Improvements, KD52 No. 2 shall notify KD52 No. 1 of its concerns at least forty-five (45) days prior to the date of the KD52 No. 1 final budget hearing. The Districts agree to cooperate in good faith towards an agreeable budgeted amount prior to KD52 No. 1’s adoption of its final budget. On or before January 1 of each fiscal year, KD52 No. 2 shall make a lump sum payment to KD52 No. 1 equal to its share of the ~~the~~ of the projected budgeted costs of maintenance, operation, upkeep, repair and replacement relating to the Common Area Improvements (including contribution to reserve funds). At the conclusion of each fiscal year, KD52 No. 1 shall compare the actual annual expenses for the operation, repair and maintenance of the Common Area Improvements with the amount previously paid by KD52 No. 2 and provide notice to KD52 No. 2 if a true up to correct either an underpayment or overpayment is required. If a true up payment is required, it shall be made within thirty (30) days of such notice.

Section 3.087 Reciprocal Easements. Recognizing that in the construction, operation and maintenance of the Improvements it may be necessary for each of the Districts, their respective agents, contractors, employees, or staff to enter into the property of the other District, each of the Districts hereby authorizes its respective Chairperson or Vice-Chairperson to execute reciprocal,

non-exclusive easements over, under, through and across their property in favor of the other for ingress, egress, construction, operation and maintenance of the Improvements (“Easements”). The Districts agree that multiple Easements may be necessary over the life of this Interlocal Agreement as the Districts’ boundaries may change, and no further authorization will be required to execute such Easements.

ARTICLE IV: MISCELLANEOUS PROVISIONS

Section 4.01. Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of the Districts, pursuant to Chapter 768, Florida Statutes (2024), and any amendment thereto, or other statute or law. Nothing in this Interlocal 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 4.02. Negotiation at Arm’s Length. This Interlocal Agreement has been negotiated fully between the parties as an arm’s length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

Section 4.03. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to KD52 No. 1: KD52 Community Development District No. 1
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With Copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

If to KD52 No. 2: KD52 Community Development District No. 1
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With Copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

Attn: District Counsel

Section 4.04. Default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party a reasonable time from the date of its receipt of such notice within which to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. The parties agree to act in good faith in determining the reasonable amount of time necessary to cure any breach. If the breach is not cured within a reasonable time period, the Districts shall comply with the procedures set forth in Chapter 164, Florida Statutes (2024) and any amendments thereto.

Section 4.05. Dispute Resolution. Except as otherwise provided herein, in the event the Districts are unable to resolve issues which are subject of this Interlocal Agreement the Districts shall submit their dispute to binding arbitration to resolve such issues. The Districts agree to cooperate in the selection of an arbitrator, and agree to share equally in arbitration expenses, including the fees of the arbitrator. However, each of the Districts shall be responsible for the fees of their respective counsels.

Section 4.06. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

Section 4.07. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Districts, and their respective successors.

Section 4.08. Amendment. This Interlocal Agreement shall constitute the entire agreement between the parties and may be modified in writing only by mutual agreement and execution by both parties.

Section 4.09. Filing. Either of the Districts are hereby authorized and directed, after approval of this Interlocal Agreement by the respective Districts and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Duval County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 4.10. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Pasco County, Florida.

Section 4.11. Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

Section 4.12. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and

agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

Section 4.13. Other Agreements. Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

Section 4.14. Public Records. All records relating to the Improvements maintained by either of the Districts are subject to the public records laws of the State of Florida.

Section 4.15. Force Majeure. Neither party shall be deemed to be in default in the performance of any obligation hereunder if and so long as non-performance is caused by *Force Majeure* (regardless if such obligation to perform is expressly made subject to *Force Majeure*). As used herein, "*Force Majeure*" shall mean acts of God, earthquakes, blizzards, tornados, hurricanes and tropical storms, inclement weather in excess of historical weather patterns for the period in question, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction or inability to obtain materials or supplies after the exercise of reasonable efforts, delay in granting required consent by the party entitled to so grant within the time frame required herein, delays by governmental authorities, and any other matter beyond the reasonable control of the party obligated to perform (provided that lack of funds shall not be considered *Force Majeure*).

Section 4.16 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.17. Effective Date. This Interlocal Agreement shall become effective upon the date of execution by the authorized representatives of both parties, however, the Improvements may not be commenced until the District receives all necessary permits and approvals from the County and any other agency having jurisdiction over the necessary permits and approvals.

Section 4.18. Termination. This Agreement can only be terminated upon written consent of both parties and only at such time as any bonds issued by KD52 No. 1 are no longer outstanding and have been fully repaid. .

ATTEST:

**KD52 NO. 1 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Secretary/Assistant Secretary

By: _____
Name: _____
Title: Chairperson:

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization this _____ day of _____, 2025, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the KD52 No. 1 Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

ATTEST:

**KD52 NO. 2 COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Secretary/Assistant Secretary

By: _____
Name: _____
Title: Chairperson:

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization this _____ day of _____, 2025, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the KD52 No. 2 Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

EXHIBIT A
EXHIBIT OF IMPROVEMENTS

EXHIBIT B

[Allocation of costs between Districts]

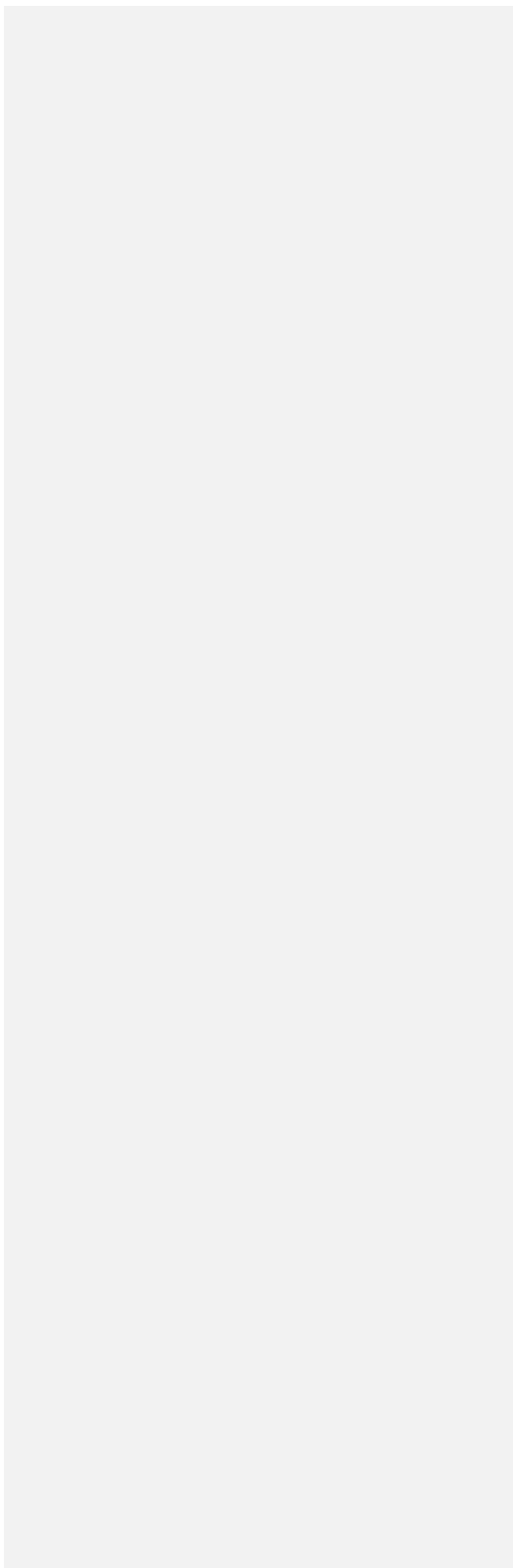
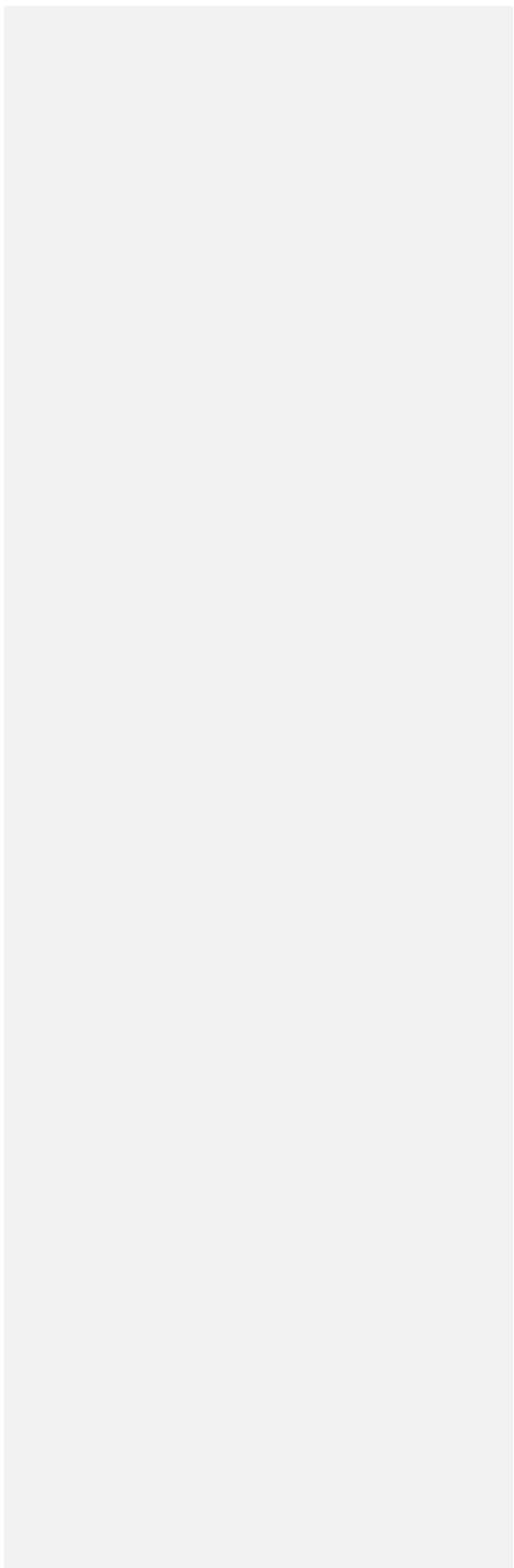


EXHIBIT C

COMMON AREA IMPROVEMENTS



KD52

COMMUNITY DEVELOPMENT DISTRICT

No. 1

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SECTION 8.12 DELINQUENT ASSESSMENTS. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment pledged to a Series of Bonds, then such Assessment shall be enforced in accordance with the provisions of the Act and Chapters 170 and/or 197, Florida Statutes, as amended, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment, the District, either on its own behalf or through the actions of the Trustee, may, and shall, if so directed in writing by the Majority Owners of the Bonds of such Series then Outstanding, declare the entire unpaid balance of such Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law. Such foreclosure proceedings may be instituted solely against those properties, if any, for which payment of the Assessment is delinquent.

Notwithstanding anything to the contrary herein, the District shall be entitled to recover from any foreclosure or other enforcement action before such proceeds are applied to the payment of principal or interest on the Bonds, all fees and costs expended in connection with such foreclosure, regardless of whether such fees and costs are included as part of the Assessments or Pledged Revenues. The foregoing is not intended and does not create a right for the District to be paid prior to the Trustee's right as provided in Section 905 hereof.

The parties hereto agree and acknowledge that (i) in the event of an Assessment payment delinquency by any landowner(s) subject thereto, the Assessment imposed on any other properties within the District may not and shall not be increased to make up or collect the deficiency, and (ii) in the event the District has entered into an Interlocal Agreement with another community development district pursuant to which special assessments imposed by such other community development district are remitted to the District for the payment of debt service on Bonds, a special assessment payment delinquency by any landowner in either district may not and shall not be made up or collected by increasing any special assessments imposed on any other properties within their respective boundaries.

KD52

COMMUNITY DEVELOPMENT DISTRICT

No. 1

7

AGREEMENT BETWEEN KD52 COMMUNITY DEVELOPMENT DISTRICT NO. 1 AND MU LANDCO LIQUIDATING COMPANY, LLC REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, REAL PROPERTY, AND INFRASTRUCTURE

This Agreement (the "Agreement") is made and entered into as of this 4th day of March, 2025 by and between:

KD52 COMMUNITY DEVELOPMENT DISTRICT NO. 1, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

MU LANDCO LIQUIDATING COMPANY, LLC, a Delaware limited liability company, and owner of land within the boundaries of the District, whose address is 11512 Lake Mead Avenue, Suite 603, Jacksonville, Florida 32258, and its affiliates, successors and assigns (the "Landowner" and together with the District, each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Landowner is the owner of certain lands located within the boundaries of the District (hereinafter the "Property"); and

WHEREAS, the District is a special district which was established to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands including the Property; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities as generally described in that certain District *Engineer's Report*, dated January, 2025, attached hereto as **Exhibit A** (the "Project Improvements"); and

WHEREAS, the District has not had sufficient monies on hand in order to allow the District to contract directly for the preparation of the necessary engineering, surveys, reports, drawings, plans, permits, specifications and related documents which will allow the timely commencement and completion of construction of the infrastructure facilities and services contemplated in Exhibit A (the "Work Product"); and

WHEREAS, the District acknowledges the Landowner's plan to position the land for a future sale by having the Project Improvements delivered within the District in an expeditious and timely manner; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of portions of the

infrastructure described in Exhibit A until such time as the District has closed on the sale of its proposed tax exempt bonds; and

WHEREAS, in order to avoid a delay in positioning the land for future sale, the Landowner may advance fund and commence certain work on behalf of the District to enable the District to expeditiously provide the infrastructure described in Exhibit A; and

WHEREAS, the Landowner has created the Work Product for the District; and

WHEREAS, the Landowner wishes to convey the Work Product to the District; and

WHEREAS, the Landowner acknowledges that upon their conveyance, the District will have the right to use and rely upon said Work Product for any and all purposes and further desires to release to the District all of its right, title and interest in and to the same (except as provided for herein); and

WHEREAS, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the same for any and all purposes; and

WHEREAS, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing on the District's proposed tax exempt bonds, the Landowner may commence certain Project Improvements; and

WHEREAS, the Landowner agrees to convey to the District all right, title and interest in any and all of the Project Improvements completed as of the Acquisition Date (as hereinafter defined); and

WHEREAS, the Landowner may convey needed real property interests to the District from time to time in a form satisfactory to the District and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Landowner agree as follows:

SECTION 1. GENERAL. 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. WORK PRODUCT.

- A. **COST.** The District agrees to pay the actual reasonable cost incurred by the Landowner in preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of invoices, bills, receipts or other evidence of costs incurred by the Landowner for the Work Product and any other documents reasonably

requested by the District in accordance with the checklist attached hereto and incorporated as **Exhibit B**. The Parties agree to cooperate and use good faith best efforts to undertake and complete the acquisition process contemplated by this Agreement at or shortly after the closing on the District's proposed Capital Improvement Revenue Bonds ("Bonds") or such other date as the Parties may jointly agree upon in writing (the "Acquisition Date"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement, whether in this Section 2 or any other section of this Agreement. The District Engineer shall review all evidence of cost and shall present to the District Board, or the Chairman serving as the designee for the Board, for consideration the total actual amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee. In the event that the Landowner disputes the District Engineer's opinion as to cost, the Parties agree to use good faith best efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the District's Trustee. The Work Product is being acquired for use by the District in connection with the construction of the Project Improvements.

- B. **CONVEYANCE AND ACCEPTANCE.** The Landowner agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer and approved by the Board as set forth in Section 2A above.

- C. **RELEASE AND ACCEPTANCE.** The Landowner agrees to release to the District all right, title and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory and other reserved rights, including all copyrights therein 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. The Landowner shall 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. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided prior to the acquisition of any portion of the Work Product covered by the release.

- D. **USE AND RELIANCE.** The Landowner acknowledges the District's right to use and rely upon the Work Product for any and all purposes.
- E. **INDEMNIFICATION.** The Landowner hereby agrees to provide to the District, at or prior to the Acquisition Date, indemnification in a scope and form reasonably acceptable to the District which indemnification may be provided by assignment or directly from a third party provider of some or all of the Work Product.
- F. **WARRANTY.** The Landowner agrees to cause the third party vendors to warrant that the Work Product is fit for the purposes to which it will be put by the District including but not limited to any installation, and operation and/or maintenance of the Project Improvements as contemplated by the District Engineer's Report..
- G. **ACCESS.** The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

SECTION 3. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts upon the request of the Landowner. Such acceptance is predicated upon (i) each contractor providing a bond in the form and manner required by section 255.05, Florida Statutes, or the Landowner providing adequate alternative security in compliance with section 255.05, Florida Statutes, if required, (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, Florida Statutes, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Landowner hereby indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District by any contractors, subcontractors, sub-subcontractors, materialmen, and others providing labor or services in conjunction with each such contract and including claims by members of the public as such claims relate to the period of time prior to the District's acceptance of the assignment.

SECTION 4. ACQUISITION OF PROJECT IMPROVEMENTS. The District agrees to acquire any and all of the Project Improvements which have been commenced or completed by Landowner as contemplated by this Agreement. Payment for the Work Product and the Project Improvements described in and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the Supplemental Trust Indenture for the Bonds. The Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be reasonably

requested by the District, and (iii) any other releases, indemnifications or documentation as may be reasonably requested by the District. The Landowner agrees to pay the cost and cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Project Improvements conveyed pursuant to this Agreement. To the extent there is a delay in the conveyance of certain Project Improvements between the District and the governmental entity, the Landowner agrees to indemnify and hold the District harmless for any damage or repairs that may be required to such Project Improvements. The Landowner agrees to repair and remediate any such damage to the satisfaction of the governmental entity. Landowner shall remain responsible for completion of all required permits, certifications or other approvals necessary to convey the Project Improvements to the governmental entity and shall provide copies of such documents to the District when received. The Landowner further acknowledges and agrees that any costs associated with work by District staff to process the acquisitions contemplated by this Agreement shall be paid by requisition from the District's available construction funds. If no construction funds are available, the Landowner agrees to pay such costs per this Agreement. The Landowner further authorizes the District Board to approve such requisitions for payment.

SECTION 5. ACQUISITION OF REAL PROPERTY.

- A. If required, the District agrees to accept dedication or conveyance of appropriate interests in real property over which the Project Improvements have been or will be constructed at or prior to the time that such Project Improvements are completed. The Landowner agrees to provide to the District the following: (i) appropriate special warranty deeds or other instruments conveying interests in real property acceptable to the District, and (ii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. Landowner and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe the interest in lands conveyed to the District. The Parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The Parties agree that any land transfers made to accommodate such adjustments may be accomplished by donation. However, the Landowner shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Landowner. Landowner agrees that it has, or shall provide, good and marketable title to any real property to be acquired which shall be free from all liens and encumbrances. In the event a title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such real property, the Landowner shall cure such defects at no expense to the District.

- B. The Landowner agrees to coordinate the conveyance of any real property and/or Project Improvements initially conveyed to the District which is ultimately to be owned, operated and/or maintained by another government entity. Notwithstanding the foregoing, the District shall use its best efforts to assist the Landowner to effectuate any such conveyance.
- C. Landowner agrees to indemnify and hold the District harmless from any and all claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District as a result of Landowner's failure, whether intentional, negligent or otherwise, to comply with the terms of this section, including but not limited to its obligation to coordinate the further conveyance of real property and/or Project Improvements to other third party government entities.

SECTION 6. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The Landowner and the District acknowledge that various regulatory and permitting requirements may necessitate the acquisition of a portion of the Project Improvements and conveyance of those facilities to a third party governmental entity prior to the receipt of bond proceeds. The District and the Landowner hereby agree that such an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds; provided that the District agrees that upon obtaining such funds, it shall pay the amount agreed upon for those facilities in accordance with this Acquisition Agreement within ten (10) days of receipt of bond proceeds sufficient for that payment.

SECTION 7. [INTENTIONALLY LEFT BLANK]

SECTION 8. LIMITATION ON ACQUISITIONS. The Landowner and the District agree and acknowledge that any and all acquisitions, whether for improvements, work product or real property, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities.

SECTION 9. TAXES, ASSESSMENTS AND OTHER COSTS.

- A. The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or the Landowner's property or property interest, or any other such expense. The potential obligations of the Landowner to pay such

taxes, assessments and costs that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of each parcel of real property.

- B. 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 Landowner agrees to place in escrow with the County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates.
1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner 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. For example, if the District acquires property in December 2025, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2025. If any additional taxes are imposed on the District's property in 2025 then the Landowner agrees to reimburse the District for that additional amount.
 2. Nothing in this Agreement shall prevent the District or the Landowner from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- C. The Parties agree to provide notice to the other within ten (10) 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 B above. The Landowner covenants to make or otherwise provide for any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within seven (7) 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.

- D. The Parties agree that in the event the Landowner fails to make or otherwise provide for the timely payment of any such special assessments and/or otherwise defaults on such special assessments imposed to purchase the Project Improvements, such default shall terminate any and all District obligations contained in this Agreement.
- E. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner 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.

SECTION 10. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 11. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

SECTION 12. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. ASSIGNMENT. No Party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other Party, which consent shall not be unreasonably withheld; provided, however, the Landowner shall assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the District without obtaining the prior written consent of the District.

SECTION 14. EFFECTIVE DATE. This Agreement shall have an effective date as of the date first written above.

SECTION 15. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arms 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 Party.

SECTION 16. DEFAULT. A default by the Landowner under this Agreement shall entitle the District to all remedies available at law or in equity, which may include, but not be limited to,

the right of damages, injunctive relief and specific performance. A default by the District under this Agreement shall entitle the Landowner to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 17. RECOVERY OF COSTS AND FEES. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially 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 18. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the activities contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

SECTION 19. 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 thereof.

SECTION 20. 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 21. SOVEREIGN IMMUNITY. The Landowner agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

[Remainder of page intentionally blank]

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

Attest:

**KD52 COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

Secretary/Assistant Secretary

Chairman

Attest:

MU LANDCO LIQUIDATING COMPANY, LLC,
a Delaware limited liability company

Witness: _____

By: _____
Name: _____
Its: _____

Exhibit A: Engineer's Report dated January, 2025

Exhibit B: Acquisition Checklist

Exhibit A
Engineer's Report

Exhibit B



KD52 COMMUNITY DEVELOPMENT DISTRICT NO. 1 ACQUISITION CHECKLIST

The following is a checklist that should be of assistance in preparing for the acquisition of engineering, permitting, and design documents (“Work Product”), infrastructure improvements (“Improvements”) and public use real property (“Real Property”) by the KD52 Community Development District No. 1 (“District”). If the contracts for Work Product or Improvements will be assigned, an additional assignment document will be necessary. Please let me know if you have any questions regarding the information provided.

Acquisition of Work Product.

For the acquisition of Work Product, the following items need to be collected or generated for each item of Work Product the Landowner is requesting the District acquire:

- (i) *Contract for Professional Services* - A copy of the contract (and any work authorizations) entered into by and between the Landowner and the professional service provider under which the Work Product was produced.
- (ii) *Documentation of Costs Paid* - This simply means invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Work Product item to be acquired and must be accompanied by proof of payment.
- (iii) *Plans* - provide the plans and associated documentation to the District Engineer for review in advance of payment of the sums determined to be reasonable.
- (iv) *Releases* - get releases from all professionals providing services related to the Work Product which will allow the District to use and rely upon the validity of the Work Product.
- (v) *Warranties* - provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable, a warranty that the Work Product is fit for the purposes to which it will be put to use by the District, as contemplated by the District’s Improvement Plan.
- (vi) *Permits* - provide the permits and associated documentation to the District Engineer for review in advance of payment.

- (vii) *Engineering Review and Certification* - The District Engineer will review the information provided by the Landowner and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate of approval.

Acquisition of Improvements.

For the acquisition of Improvements, the following items need to be collected or generated for each completed piece of infrastructure the Landowner would like to convey to the District:

- (i) *Request for Infrastructure Acquisition* - For each acquisition the Landowner would like to District to accept, a request must be made to the District in writing describing at least the following:
 - (a) Nature of the Improvement.
 - (b) General Location of the Improvement.
 - (c) Cost of the Improvement.
- (ii) *Contract(s) for Construction Services* - A copy of any contract(s), including architectural and engineering contracts, (and any change orders) entered into by and between the Landowner and the construction contractor under which the Improvement was constructed.
- (iii) *Documentation of Costs Paid* – This simply means applications for payment, invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Improvement to be acquired and must be accompanied by proof of payment and a verification of payment form the construction contractor.
- (iv) *Lien Releases* - Lien releases from the construction contractor reflecting payment in full for construction of completed Improvements (including subcontractors).
- (v) *Schedule of Values* – A Schedule of Values identifying only those costs associated with the construction and/or installation of Improvements (utilities, paving, drainage, etc.).
- (vi) *Maintenance Bond* – A maintenance bond from the construction contractor for the Improvements to be acquired, if applicable. For example,
 - (a) Stormwater – ponds, master drainage pipes and control structures
 - (b) Roadway – paving and drainage
 - (c) Utilities – water, sewer and lift station

- (vii) *Test Results* - **If applicable** to the Improvement being acquired, the following testing should be completed and the results provided to the District Engineer for review in advance of conveyance (our intent is not to require additional tests but to ensure all applicable tests required by government agencies are completed prior to transfer):
- (a) Bacteriological
 - (b) Pressure tests
 - (c) Backflow certification
 - (d) TV Tapes
 - (e) Electric to lift station
 - (f) Lift station start-up
 - (g) Lift station start-up electrical inspection
 - (h) Operation and maintenance manuals
 - (i) Geotechnical testing results and geotechnical certification
- (viii) *Final Inspections and Agency Sign-Off* - **If applicable** to the Improvement being conveyed, final inspections by the project engineer must be completed and sign-off obtained from the applicable governmental agencies (DEP, WMD etc.).
- (ix) *Instruments of Conveyance*. Most, if not all, of the transfers of Improvements will also involve some type of real and tangible property transfer (e.g., bills of sale, deeds or easements, etc.). If any item acquired is to be conveyed to a third party governmental body, then the Landowner will be asked to provide such certifications or documents as may be required by that governmental body.
- (x) *Real Property Interests* – Determine what type of real property interest is needed for the Improvement (e.g., easement, deed, etc.) and make provision for conveyance.
- (xi) *Engineering Review and Certification* - The District Engineer will review the information provided by the Landowner and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer’s Certificate.

Acquisition of Real Property.

Certain documentation will need to be collected or generated for the conveyance of real property to the District. This documentation may vary on a case-by-case basis (for example, title reports may be required) and may be dependent on the type of property interest involved. It is helpful to have any areas intended to be conveyed to the District delineated as separate tracts and dedicated to the District through plat. Landowner should consult with our office to determine the documentation necessary for real property conveyance.

For example, the following items may need to be collected or generated for each parcel of property the Landowner would like to convey to the District:

- (i) *Survey and Legal Description* - For each parcel to be conveyed to the District, the parcel must be surveyed and the Landowner must obtain a metes and bounds description. [These items are not required if the area to be conveyed has been platted].
- (ii) *Instruments of Conveyance* - Each parcel must be conveyed by the Landowner to the District by a recorded deed or such other method of conveyance reasonably acceptable to the District.
- (iii) *Proof of Payment of Taxes/Liens* - For each parcel to be conveyed to the District, the Landowner must provide proof that all taxes and liens, if applicable, have been paid up to the date of conveyance.
- (iv) *Title Report* – The Landowner must provide a property information title report issued by a national title insurance company authorized to do business in the State of Florida for any lands that are dedicated to the District.