

Anabelle Island
Community Development District

JANUARY 11, 2022

AGENDA

Anabelle Island
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092
1-866-705-2554 Code: 665769

January 5, 2022

Board of Supervisors
Anabelle Island Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Anabelle Island Community Development District will be held Tuesday, January 11, 2022 at 2:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

- I. Roll Call
- II. Audience Comments *(regarding agenda items listed below)*
- III. Consideration of Minutes of the December 14, 2021 Meeting
- IV. Consideration of Completion Agreement
- V. Consideration of Collateral Assignment Agreement
- VI. Consideration of True Up Agreement
- VII. Consideration of Agreement with Clay County Tax Collector Regarding Uniform Method of Collection
- VIII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
- IX. Supervisors Requests
- X. Audience Comments

- XI. Financial Statements as of December 31, 2021
- XII. Consideration of Funding Request No. 9
- XIII. Next Scheduled Meeting – February 8, 2022 @ 2:00 p.m.
- XIV. Adjournment

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
ANABELLE ISLAND
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Anabelle Island Community Development District was held Tuesday, December 14, 2021 at 2:00 p.m. at Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum:

Jim McDade <i>by phone</i>	Chairman
Kurt von der Osten	Supervisor
Rose Bock	Supervisor
Darren Gowens	Supervisor

Also present were:

Marilee Giles	District Manager, GMS
Lauren Gentry <i>by phone</i>	District Counsel, KE Law
David Taylor <i>by phone</i>	Dunn & Associates
Jason Sessions <i>by phone</i>	
Derek Citino	Elected to the Board
Joseph Jenness	Elected to the Board

FIRST ORDER OF BUSINESS

Roll Call

Ms. Giles called the meeting to order. Three Board members were present constituting a quorum. Mr. McDade participated by phone.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation Letter from Supervisor Russo

Ms. Giles asked for a motion to accept Mr. Russo's resignation.

On MOTION by Mr. Gowens, seconded by Mr. Von der Osten, with all in favor, Acceptance of Resignation Letter from Supervisor Russo, was approved.

B. Appointment of New Supervisor to Fill Unexpired Term of Office

Mr. Gowens nominated Mr. Derek Citino to fill the vacant seat.

On MOTION by Mr. Gowens, seconded by Mr. Von der Osten, with all in favor, the Appointment of Mr. Derek Citino to Fill Unexpired Term of Office, was approved.

C. Oath of Office for Newly Appointed Supervisor

Ms. Giles administered the Oath of Office to Mr. Citino, while also having him sign the proper paperwork. She also recited the Sunshine Law for informational purposes.

D. Election of Officers, Resolution 2022-01

Ms. Giles stated that the resolution was to add Mr. Citino as a Supervisor as well as a form of housekeeping for GMS to add another District Manager Mr. Daniel Laughlin while removing Mr. Perry. She noted it would also name herself as Secretary for the District. Mr. McDade nominated Mr. Citino to fill the position of Vice Chair.

On MOTION by Mr. McDade, seconded by Mr. Gowens, with all in favor, the Nomination of Mr. Citino to Fill the Position of Vice Chair, was approved.

Ms. Giles asked for approval of officers as slated; Jim McDade as Chairman, Derek Citino as Vice Chairman, Marilee Giles as Secretary/Treasurer, James Oliver, Ernesto Torres, and Daniel Laughlin as Assistant Treasurers, and James Oliver, Ernesto Torres, Daniel Laughlin, and Rose Bock as Assistant Secretaries.

On MOTION by Mr. Citino, seconded by Mr. Gowens, with all in favor, Resolution 2022-01 Election of Officers as slated above, was approved.

FOURTH ORDER OF BUSINESS**Consideration of Minutes of the August 10, 2021 Meeting**

Ms. Giles asked if there were any comments, corrections, or changes to the August 10, 2021 meeting minutes. Ms. Bock made a correction under the first order of business where Mr. Von der Osten was only called “Mr. Osten.” The correction was made, and Ms. Giles asked for a motion to approve.

On MOTION by Ms. Bock, seconded by Mr. Von Der Osten, with all in favor, the Minutes of the August 10, 2021 Meeting, were approved in substantial form.

FIFTH ORDER OF BUSINESS**Staff Reports****A. Attorney****1. Publication of Legal Notices, Resolution 2022-02**

Ms. Gentry stated that Florida statutes require that the District publish notices of meetings as well as annual notices of all meetings, but that the resolution would waive the requirement of the District publishing individual notices of every meeting other than when it is required by Florida statutes.

On MOTION by Mr. Citino, seconded by Ms. Bock, with all in favor, Resolution 2022-02, Publication of Legal Notices, was approved.

2. Needs Analysis that Districts Providing Wastewater or Stormwater Management Services Must Complete by June 30, 2022

Ms. Gentry reported that a requirement had been passed for stormwater reporting in which districts are required to perform a stormwater needs analysis. She noted the first report would be due in June of 2022.

3. Prompt Payment Requirements

Ms. Gentry reported that a legislative update had been made where the interest on construction payments was increased from 1% to 2%, as well as changes to contractors’ legal rights under Florida statutes. She added that they would be bringing changes to the prompt payment policy at a future meeting.

4. Public Records Exemptions for Addresses and Other Information Associated with Certain Officers, Judges, etc.

Ms. Gentry reported that there was an update to the exemption requirement for addresses and other information where individuals who wished to be exempt would have to submit a notarized affidavit to the District manager stating that they request the exemption and that they do indeed qualify for it.

B. Engineer – Consideration of Proposal for Stormwater Needs Analysis

Mr. Taylor presented the proposal for the stormwater needs analysis, noting it was hourly with hourly rates. He also noted that they would be updating the Engineer's Report to include the updated permit status as well as providing a cost estimate.

On MOTION by Mr. Citino, seconded by Mr. Von der Osten, with all in favor, the Proposal for Stormwater Needs Analysis, was approved in substantial form.

C. Manager

Ms. Giles stated she had nothing further to report.

SIXTH ORDER OF BUSINESS**Supervisors Requests**

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS**Audience Comments**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS**Financial Statements as of November 30, 2021**

Ms. Giles noted that the financial statements were through November 30, 2021.

NINTH ORDER OF BUSINESS**Ratification of Funding Requests No. 6 & No. 7**

Ms. Giles stated that funding request #6 was for \$21,857 with a breakdown of what it was for included in the agenda, and funding request #7 was for \$18,564, with the information also included in the agenda. She asked for a motion to ratify.

On MOTION by Ms. Bock, seconded by Mr. Citino, with all in favor, Funding Request No. 6 in the amount of \$21,857 and Funding Request No. 7 in the amount of \$18,564, was ratified.

TENTH ORDER OF BUSINESS

Consideration of Funding Request No. 8

Ms. Giles noted that funding request #8 was for \$10,666.09, including costs for GMS management, payroll, Florida Department of Economic Opportunity, and KE Law Group. She asked for a motion to approve.

On MOTION by Mr. Citino, seconded by Ms. Bock, with all in favor, Funding Request No. 8 in the amount of \$10,666.09, was approved.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – January 11, 2022 @ 2:00 p.m.

Ms. Giles stated the next scheduled meeting will be January 11, 2021 at 2:00 p.m. in the same location. Mr. Von der Osten put in his resignation, and the Board approved.

On MOTION by Mr. Citino, seconded by Mr. Gowens, with all in favor, the Resignation of Mr. Von der Osten, was approved.

The Board discussed filling the vacancy created by Mr. Von der Osten's resignation.

_____ nominated Mr. Joseph Jenness to fill the vacancy.

On MOTION by _____, seconded by _____, with all in favor, the Appointment of Mr. Joseph Jenness to Fill Unexpired Term of Office, was approved.

_____ nominated Mr. Joseph Jenness to serve as an Assistant Secretary of the District, with all other officer positions remaining the same.

On MOTION by _____, seconded by _____, with all in favor, Resolution 2022-01 was amended to reflect Mr. Jenness as an Assistant Secretary, with all other officer positions remaining the same.

TWELTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Citino, seconded by Mr. Gowens, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE ANABELLE ISLAND COMMUNITY DEVELOPMENT
DISTRICT AND KB HOME JACKSONVILLE LLC,
REGARDING THE COMPLETION OF DISTRICT IMPROVEMENTS**

THIS COMPLETION AGREEMENT (the “**Agreement**”) is made and entered into this 10th day of February, 2022, by and between:

Anabelle Island 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 Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

KB Home Jacksonville, LLC, a Delaware limited liability company, the primary owner and/or developer of lands within the boundary of the District, and whose principal address is 7th Floor 10990 Wilshire Boulevard, Los Angeles, CA 90024 (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/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner of certain lands in Clay County, Florida, located within the boundaries of the District as described in **Exhibit A** (the “**Landowner Lands**”) which is attached hereto and incorporated by reference; 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 *Master Engineer’s Report*, dated March 31, 2021, as may be amended or supplemented from time to time (the “**Master Engineer’s Report**” and the plan described therein, the “**Capital Improvement Plan**”); and

WHEREAS, the total cost of the Capital Improvement Plan is estimated to be approximately \$24,215,400.00; and

WHEREAS, a Final Judgment was issued on August 17, 2021, validating the authority of the District to issue up to \$31,240,000 in aggregate principal amount of Anabelle Island 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 \$_____ of Anabelle Island Community Development District Special Assessment Revenue Bonds, Series 2022 (the “**Series 2022 Bonds**”) to finance a portion of the Capital Improvement Plan (the “**2022 Project**”); and

WHEREAS, the Capital Improvement Plan, including the 2022 Project, will benefit all lands within the District, as described in the District’s *Master Special Assessment Methodology Report*, dated April 15, 2021, as supplemented by that certain *Supplemental Special Assessment Methodology Report for the Series 2022 Special Assessment Revenue Bonds*, dated _____, 2022 (together, the “**Assessment Report**”) as well as the Master Engineer’s Report; and

WHEREAS, in order to ensure that the Capital Improvement Plan 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 Capital Improvement Plan 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 CAPITAL IMPROVEMENT PLAN. 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 Capital Improvement Plan. 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 Capital Improvement Plan 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 Capital Improvement Plan 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. Notwithstanding the foregoing, the Landowner acknowledges that at this time the District does not intend to issue additional bonds to finance the Remaining Project.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Capital Improvement Plan may change from that described in the Master Engineer's Report, depending upon final design of the Development, permitting or other regulatory requirements over time, or other factors. Material changes to the Capital Improvement Plan shall be made by a written amendment

to the Master Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Capital Improvement Plan 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 Capital Improvement Plan 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 Master 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 Capital Improvement Plan, and (b) the scope, configuration, size and/or composition of the Capital Improvement Plan 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 Capital Improvement Plan 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 Capital Improvement Plan 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.

7. **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:** Anabelle Island Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: KE Law Group, PLLC
P.O. Box 6386
Tallahassee, Florida 32314
Attn: Jennifer Kilinski

B. **If to Landowner:** KB Home Jacksonville, LLC
10475 Fortune Parkway, Suite 100
Jacksonville, FL 32256
Attn: Lisa Bianchi

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.

8. **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 Completion Agreement the day and year first written above.

Attest:

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: Vice Chairperson

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

KB HOME JACKSONVILLE LLC, a
Delaware limited liability company

Witness

By: Jim McDade
Its: Executive Vice President

Exhibit A: Landowner Lands

Exhibit B: Master Engineer's Report

Exhibit A

Landowner Lands

A PORTION OF BLOCKS 2, 3, 15, 16 AND 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF ALL PLATTED ROADS LYING BETWEEN OR ADJACENT TO THE AFORESAID BLOCKS (SAID PORTION OF PLATTED ROADS VACATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1633, PAGE 1483, OF SAID PUBLIC RECORDS), AND A PORTION OF THE MOSES E. LEVY GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN INTERSECTION OF THE NORTHEASTERLY LINE OF LOT 9, SAID BLOCK 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, ALSO KNOWN AS SANDRIDGE ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2603); THENCE NORTH 66°33'29" EAST, ALONG SAID RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, A DISTANCE OF 190.65 FEET; THENCE NORTH 66°19'49" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 538.26 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4312, PAGE 1830 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 42°25'05" WEST, ALONG LAST SAID LINE, AND ALONG THE SOUTHWESTERLY LINES OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3891, PAGE 1670, OFFICIAL RECORDS BOOK 1693, PAGE 960 AND OFFICIAL RECORDS BOOK 4026, PAGE 355, ALL BEING OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 2553.84 FEET; THENCE NORTH 47°38'58" EAST, ALONG THE NORTHWESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 4026, PAGE 355, A DISTANCE OF 660.24 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 732, PAGE 198 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 47°37'20" EAST, ALONG LAST SAID LINE, 607.55 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-209, ALSO KNOWN AS RUSSELL ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2602); THENCE NORTH 42°41'41" WEST, ALONG LAST SAID LINE, 153.79 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2349, PAGE 1675 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 47°18'44" WEST, ALONG LAST SAID LINE, 345.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LANDS; THENCE NORTH 42°41'18" WEST, ALONG LAST SAID LINE, 378.78 FEET TO THE NORTHWESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 2349, PAGE 1675; THENCE NORTH 47°18'44" EAST, ALONG LAST SAID LINE, 344.95 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-209; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 42°41'41" WEST, 983.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2251.83 FEET, AN ARC DISTANCE OF 1078.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°23'23" WEST, 1066.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 70°05'05" WEST 516.00 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2171, PAGE 1730 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 47°47'36" WEST, ALONG LAST SAID LINE, 1189.26 FEET; THENCE SOUTH 42°12'24" EAST, 120.06 FEET; THENCE SOUTH 09°08'00" WEST, 96.05 FEET; THENCE SOUTH 47°47'36" WEST, 80.00 FEET; THENCE SOUTH 42°12'24" EAST, 130.00 FEET; THENCE SOUTH 49°53'12" WEST, 60.04 FEET; THENCE SOUTH 42°12'24" EAST, 122.40 FEET; THENCE SOUTH 16°36'35" EAST, 64.78 FEET; THENCE SOUTH 36°01'07" EAST, 138.50 FEET; THENCE SOUTH 58°26'04" WEST, 95.24 FEET; THENCE SOUTH 38°14'29" WEST, 74.40 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 30.00 FEET, AN ARC DISTANCE OF 41.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°43'32" WEST, 38.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 348.87 FEET, AN ARC DISTANCE OF 130.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°08'37" WEST, 129.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°20'24" WEST, 55.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°12'08" EAST, 82.20 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 37.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°01'54" EAST, 36.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 4.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°02'45" EAST, 4.18 FEET; THENCE SOUTH 49°51'34" EAST, 211.28 FEET; THENCE SOUTH 61°12'10" EAST, 299.88 FEET; THENCE SOUTH 83°08'37" EAST, 200.11 FEET; THENCE NORTH 65°52'43" EAST, 177.12 FEET; THENCE NORTH 80°28'18" EAST, 129.28 FEET; THENCE NORTH 63°43'27" EAST, 189.60 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 555.00 FEET, AN ARC DISTANCE OF 13.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°26'52" EAST, 13.95 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 345.00 FEET, AN ARC DISTANCE OF 474.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°14'12" WEST, 438.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°38'29" WEST, 48.95 FEET TO THE NORTHWESTERLY PROLONGATION OF THE AFORESAID NORTHEASTERLY LINE OF LOT 9; THENCE SOUTH 42°24'25" EAST, ALONG LAST SAID LINE AND ALONG SAID NORTHEASTERLY LINE OF LOT 9, A DISTANCE OF 3529.87 FEET TO THE POINT OF BEGINNING.

CONTAINING: 164.13 ACRES, MORE OR LESS.

Exhibit B

Master Engineer's Report

[attached beginning at following page]

FIFTH ORDER OF BUSINESS

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

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

(This space reserved for Clerk)

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) is made and entered into this 10th day of February, 2022, by and between:

KB HOME JACKSONVILLE LLC, a Delaware limited liability company, with a mailing address of 7th Floor 10990 Wilshire Boulevard, Los Angeles, CA 90024 (together with its successors and assigns, the “**Landowner**” or “**Assignor**”); and

ANABELLE ISLAND 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 Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (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 the owner of certain lands in Clay County, Florida, located within the boundaries of the District, which property description is attached hereto as **Exhibit A** and is incorporated herein by this reference (“**District 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 its *Master Engineer’s Report*, dated March 31, 2021, as may be amended or supplemented from time to time (the “**Master Engineer’s Report**,” and the improvements described therein, the “**Capital Improvement Plan**”); and

WHEREAS, the Capital Improvement Plan is estimated to cost a total amount of approximately \$24,215,400; and

WHEREAS, a Final Judgment was issued on August 17, 2021, validating the authority of the District to issue up to \$31,240,000 in aggregate principal amount Anabelle Island 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 \$ _____ of Anabelle Island Community Development District Special Assessment Revenue Bonds, Series 2022 (“**Series 2022 Bonds**”) to finance a portion of the design, construction or acquisition of the Capital Improvement Plan (the “**2022 Project**”); and

WHEREAS, the Capital Improvement Plan, including the 2022 Project, will benefit the District Lands, as further described in the District’s *Master Special Assessment Methodology Report*, dated April 15, 2021 (“**Master Assessment Report**”), as supplemented by that certain *Supplemental Special Assessment Methodology Report for the Series 2022 Special Assessment Revenue Bonds*, dated January ____, 2022 (the “**Supplemental Assessment Report**” together with the Master Assessment Report, the “**Assessment 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 all lands within the District as more specifically described in Resolutions 2021-27, 2021-32, and 2022-__ (collectively, “**Assessment Resolutions**”); and

WHEREAS, Assignor has acquired, or hereafter may acquire, certain rights (“**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the District Lands, the Capital Improvement Plan, and the 2022 Project (collectively, “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate development of the District Lands, and the allocation of Series 2022 Assessments thereon, consistent with the Master Engineer’s Report and the Assessment Report until such time as the final platting of the District Lands (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 District Lands to complete the Capital Improvement Plan as anticipated by and at substantially the densities and intensities envisioned in the Master 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 Plan, including the 2022 Project, as anticipated by and at substantially the densities and intensities envisioned in the Master 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 District Lands 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 District Lands, successors-in-interest (including successors in interest that are affiliates of Landowner) to the Landowner's 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 Plan, including the 2022 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 District Lands. 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 District Lands, 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 District Lands. 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 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 District Lands which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Clay County, Florida, 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 District Lands, 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, waste water collection, and other improvements to or affecting the District Lands.
- iii. Preliminary and final plats and/or site plans for the District Lands.
- iv. Architectural plans and specifications for buildings and other improvements to the District Lands, 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 District Lands 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 District Lands 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 District Lands, 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 District Lands by Assignor in connection with the development of the District Lands 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.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the District, 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 District Lands 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.

(c) 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 District Lands 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 District Lands 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 District Lands so transferred without making exception for this Assignment.

3. ASSIGNOR WARRANTIES. Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale of lots to end users located within District Lands 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 District Lands, 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 District Lands or the performance of Assignor's obligations under the Contract Documents. Neither entry upon and taking possession of the District Lands 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 an 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 Assignee 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 District Lands herefrom upon a Prior Transfer.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Series 2022 Bonds, 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 the District: Anabelle Island Community
Development District
475 West Town Place, Suite 114,
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: KE Law Group, PLLC
P.O. Box 6386
Tallahassee, Florida 32314
Attn: Jennifer Kilinski

B. If to the Landowner: KB Home Jacksonville LLC
10475 Fortune Parkway, Suite 100
Jacksonville, FL 32256
Attn: Lisa Bianchi

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURES FOLLOW]

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:

KB HOME JACKSONVILLE LLC,
a Delaware limited liability company

Witness Signature

Printed name: _____

By: _____

Jim McDade, Executive 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 February, 2022, by Jim McDade, as Executive Vice President of **KB Home Jacksonville 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:

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name:_____

Vice Chairperson, Board of Supervisors

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____, as Vice Chairperson of the Board of Supervisors of the Anabelle Island 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

District Lands

A PORTION OF BLOCKS 2, 3, 15, 16 AND 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF ALL PLATTED ROADS LYING BETWEEN OR ADJACENT TO THE AFORESAID BLOCKS (SAID PORTION OF PLATTED ROADS VACATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1633, PAGE 1483, OF SAID PUBLIC RECORDS), AND A PORTION OF THE MOSES E. LEVY GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN INTERSECTION OF THE NORTHEASTERLY LINE OF LOT 9, SAID BLOCK 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, ALSO KNOWN AS SANDRIDGE ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2603); THENCE NORTH 66°33'29" EAST, ALONG SAID RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, A DISTANCE OF 190.65 FEET; THENCE NORTH 66°19'49" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 538.26 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4312, PAGE 1830 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 42°25'05" WEST, ALONG LAST SAID LINE, AND ALONG THE SOUTHWESTERLY LINES OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3891, PAGE 1670, OFFICIAL RECORDS BOOK 1693, PAGE 960 AND OFFICIAL RECORDS BOOK 4026, PAGE 355, ALL BEING OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 2553.84 FEET; THENCE NORTH 47°38'58" EAST, ALONG THE NORTHWESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 4026, PAGE 355, A DISTANCE OF 660.24 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 732, PAGE 198 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 47°37'20" EAST, ALONG LAST SAID LINE, 607.55 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-209, ALSO KNOWN AS RUSSELL ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2602); THENCE NORTH 42°41'41" WEST, ALONG LAST SAID LINE, 153.79 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2349, PAGE 1675 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 47°18'44" WEST, ALONG LAST SAID LINE, 345.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LANDS; THENCE NORTH 42°41'18" WEST, ALONG LAST SAID LINE, 378.78 FEET TO THE NORTHWESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 2349, PAGE 1675; THENCE NORTH 47°18'44" EAST, ALONG LAST SAID LINE, 344.95 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-209; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 42°41'41" WEST, 983.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2251.83 FEET, AN ARC DISTANCE OF 1078.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°23'23" WEST, 1066.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 70°05'05" WEST 516.00 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2171, PAGE 1730 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 47°47'36" WEST, ALONG LAST SAID LINE, 1189.26 FEET; THENCE SOUTH 42°12'24" EAST, 120.06 FEET; THENCE SOUTH 09°08'00" WEST, 96.05 FEET; THENCE SOUTH 47°47'36" WEST, 80.00 FEET; THENCE SOUTH 42°12'24" EAST, 130.00 FEET; THENCE SOUTH 49°53'12" WEST, 60.04 FEET; THENCE SOUTH 42°12'24" EAST, 122.40 FEET; THENCE SOUTH 16°36'35" EAST, 64.78 FEET; THENCE SOUTH 36°01'07" EAST, 138.50 FEET; THENCE SOUTH 58°26'04" WEST, 95.24 FEET; THENCE SOUTH 38°14'29" WEST, 74.40 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 30.00 FEET, AN ARC DISTANCE OF 41.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°43'32" WEST, 38.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 348.87 FEET, AN ARC DISTANCE OF 130.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°09'37" WEST, 129.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°20'24" WEST, 55.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°12'08" EAST, 82.20 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 37.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°01'54" EAST, 36.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 4.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°02'45" EAST, 4.18 FEET; THENCE SOUTH 49°51'34" EAST, 211.28 FEET; THENCE SOUTH 61°12'10" EAST, 299.88 FEET; THENCE SOUTH 83°08'37" EAST, 200.11 FEET; THENCE NORTH 65°52'43" EAST, 177.12 FEET; THENCE NORTH 80°28'18" EAST, 129.28 FEET; THENCE NORTH 63°43'27" EAST, 189.60 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 555.00 FEET, AN ARC DISTANCE OF 13.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°26'52" EAST, 13.95 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 345.00 FEET, AN ARC DISTANCE OF 474.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°14'12" WEST, 438.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°38'29" WEST, 48.95 FEET TO THE NORTHWESTERLY PROLONGATION OF THE AFORESAID NORTHEASTERLY LINE OF LOT 9; THENCE SOUTH 42°24'25" EAST, ALONG LAST SAID LINE AND ALONG SAID NORTHEASTERLY LINE OF LOT 9, A DISTANCE OF 3529.87 FEET TO THE POINT OF BEGINNING.

CONTAINING: 164.13 ACRES, MORE OR LESS.

EXHIBIT B
Master Engineer's Report

[attached beginning at following page]

SIXTH ORDER OF BUSINESS

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

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

(This space reserved for Clerk)

**AGREEMENT BY AND BETWEEN THE ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT AND KB HOME JACKSONVILLE LLC, REGARDING
THE TRUE-UP AND PAYMENT OF ASSESSMENTS**

THIS AGREEMENT is made and entered into as of this 10th day of February, 2022, by and between:

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in Clay County, Florida, and whose mailing address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

KB HOME JACKSONVILLE LLC, a Delaware limited liability company, with a principal address of 7th Floor 10990 Wilshire Boulevard, Los Angeles, CA 90024 (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 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/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the primary owner and/or developer of certain lands located in Clay County, Florida (the “**County**”) within the boundaries of the District and generally described in the attached **Exhibit A** (the “**District Lands**”); and

WHEREAS, a Final Judgment was issued on August 17, 2021, validating the authority of the District to issue up to \$31,240,000 in aggregate principal amount Anabelle Island Community Development District Special Assessment Revenue Bonds in one or more series (the “**Bonds**”) 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 and as set forth in the District's previously adopted *Master Engineer's Report*, dated March 31, 2021, as may be amended or supplemented from time to time (the "**Master Engineer's Report**") and the project described therein, the "**Capital Improvement Plan**"; and

WHEREAS, the District intends to issue \$_____ in aggregate principal amount of Anabelle Island Community Development District Special Assessment Revenue Bonds, Series 2022 (the "**Series 2022 Bonds**") for the purpose of financing a portion of the Capital Improvement Plan (the portion of the Capital Improvement Plan financed by the Series 2022 Bonds, the "**2022 Project**"); and

WHEREAS, pursuant to District Resolution Nos. 2021-27, 2021-32 and 2022-__ (the "**Assessment Resolutions**"), the District has imposed special assessments on the District Lands to secure the repayment of the Series 2022 Bonds (the "**Series 2022 Assessments**"); and

WHEREAS, Landowner agrees that all developable lands within the District benefit from the timely design, construction, or acquisition of the improvements that make up the 2022 Project; and

WHEREAS, Landowner agrees that the Series 2022 Assessments which were imposed on the District Lands have been validly imposed and constitute valid, legal and binding liens upon the District Lands, which Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Assessments on the District Lands, including the levy and lien of the master assessments; and

WHEREAS, the *Master Special Assessment Methodology Report*, dated April 15, 2021, as supplemented by the *Supplemental Special Assessment Methodology Report for the Series 2022 Special Assessment Revenue Bonds*, dated January __, 2022 (together, the "**Assessment Report**"), provides that as lands within the District are platted or replatted, the allocation of the amounts assessed to and constituting a lien upon District lands will be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within the District, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less (or more) than the densities assumed in the Assessment Report; and

WHEREAS, the District's 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

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's 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.

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 a lien 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 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.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with the District 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 has informed the District that Landowner anticipates that a total of three hundred sixty-nine (369) single-family units, as more specifically described by unit size/number in the Assessment Report ("**Anticipated Lots**"), will be constructed within the District Lands.
- B. *Process for Reallocation of Assessments.* For unplatted tracts, the Series 2022 Assessments will initially be levied on unplatted acreage within the District 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 lien. 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 calculation is to ensure that the debt from the Series 2022 Bonds will be able to be assigned to at least the Anticipated Lots within the District Lands. Thus, at the time of platting of any portion of the District Lands, or any re-platting thereof, there must be at least the number of Anticipated Lots in the District Lands on which to assign the bond debt. If not, subject to (v) below, 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 within the District Lands as in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time the District Lands are platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than the Anticipated Lots are to be platted within the District Lands, a True-Up Payment shall become due and payable by Landowner. 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 District 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 Payment is 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 Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(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

District Lands 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 District Lands, the Landowner may either make a True-Up Payment or leave unassigned Series 2022 Assessments on un-platted lands within the District Lands, provided the maximum debt allocation per acre as set forth in the Assessment Resolution and Assessment Report is not exceeded. 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 2022 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 2022 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 2022 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 District Lands, binding upon Landowner and its successors and assigns as to the District Lands or portions thereof, and any transferee of any portion of the District 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 District 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 District Lands which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.
 - iv. Any transfer of any portion of District Lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of District 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 District 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 District 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 District 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 the District: Anabelle Island Community
Development District
475 West Town Place, Suite 114, St.
Augustine, Florida 32092
Attn: District Manager

With a copy to: KE Law Group, PLLC
P.O. Box 6386
Tallahassee, Florida 32314
Attn: Jennifer Kilinski

B. If to the Landowner: KB Home Jacksonville, LLC
10475 Fortune Parkway, Suite 100
Jacksonville, FL 32256
Attn: Lisa Bianchi

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 District Lands or portion of the District 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 January 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. 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.

[Signature pages follow]

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

WITNESSES:

KB HOME JACKSONVILLE LLC, a
Delaware limited liability company

Witness Signature
Printed name: _____

By: Jim McDade
Its: Executive 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 February, 2022, by Jim McDade, as Executive Vice President of KB Home Jacksonville 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:

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name:_____

Vice Chairperson, Board of Supervisors

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of Februar, 2022, by _____, as Vice Chairperson of the Board of Supervisors of the Anabelle Island 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: Description of District Lands

EXHIBIT A

Description of District Lands

A PORTION OF BLOCKS 2, 3, 15, 16 AND 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF ALL PLATTED ROADS LYING BETWEEN OR ADJACENT TO THE AFORESAID BLOCKS (SAID PORTION OF PLATTED ROADS VACATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1633, PAGE 1483, OF SAID PUBLIC RECORDS), AND A PORTION OF THE MOSES E. LEVY GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN INTERSECTION OF THE NORTHEASTERLY LINE OF LOT 9, SAID BLOCK 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, ALSO KNOWN AS SANDRIDGE ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2603); THENCE NORTH 66°33'29" EAST, ALONG SAID RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, A DISTANCE OF 190.65 FEET; THENCE NORTH 66°19'49" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 538.26 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4312, PAGE 1830 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 42°25'05" WEST, ALONG LAST SAID LINE, AND ALONG THE SOUTHWESTERLY LINES OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3891, PAGE 1670, OFFICIAL RECORDS BOOK 1693, PAGE 960 AND OFFICIAL RECORDS BOOK 4026, PAGE 355, ALL BEING OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 2553.84 FEET; THENCE NORTH 47°38'58" EAST, ALONG THE NORTHWESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 4026, PAGE 355, A DISTANCE OF 660.24 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 732, PAGE 198 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 47°37'20" EAST, ALONG LAST SAID LINE, 607.55 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-209, ALSO KNOWN AS RUSSELL ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2602); THENCE NORTH 42°41'41" WEST, ALONG LAST SAID LINE, 153.79 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2349, PAGE 1675 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 47°18'44" WEST, ALONG LAST SAID LINE, 345.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LANDS; THENCE NORTH 42°41'16" WEST, ALONG LAST SAID LINE, 376.78 FEET TO THE NORTHWESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 2349, PAGE 1675; THENCE NORTH 47°18'44" EAST, ALONG LAST SAID LINE, 344.95 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-209; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 42°41'41" WEST, 983.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2251.83 FEET, AN ARC DISTANCE OF 1076.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°23'23" WEST, 1066.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 70°05'05" WEST 516.00 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2171, PAGE 1730 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 47°47'36" WEST, ALONG LAST SAID LINE, 1189.26 FEET; THENCE SOUTH 42°12'24" EAST, 120.06 FEET; THENCE SOUTH 09°08'00" WEST, 96.05 FEET; THENCE SOUTH 47°47'36" WEST, 80.00 FEET; THENCE SOUTH 42°12'24" EAST, 130.00 FEET; THENCE SOUTH 49°53'12" WEST, 60.04 FEET; THENCE SOUTH 42°12'24" EAST, 122.40 FEET; THENCE SOUTH 16°36'35" EAST, 64.78 FEET; THENCE SOUTH 36°01'07" EAST, 138.50 FEET; THENCE SOUTH 58°26'04" WEST, 95.24 FEET; THENCE SOUTH 38°14'29" WEST, 74.40 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 30.00 FEET, AN ARC DISTANCE OF 41.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°43'32" WEST, 38.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 348.87 FEET, AN ARC DISTANCE OF 130.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°09'37" WEST, 129.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°20'24" WEST, 55.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°12'08" EAST, 62.20 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 37.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°01'54" EAST, 36.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 4.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°02'45" EAST, 4.18 FEET; THENCE SOUTH 49°51'34" EAST, 211.28 FEET; THENCE SOUTH 61°12'10" EAST, 299.88 FEET; THENCE SOUTH 83°08'37" EAST, 200.11 FEET; THENCE NORTH 65°52'43" EAST, 177.12 FEET; THENCE NORTH 80°28'18" EAST, 129.28 FEET; THENCE NORTH 63°43'27" EAST, 169.60 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 555.00 FEET, AN ARC DISTANCE OF 13.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°26'52" EAST, 13.95 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 345.00 FEET, AN ARC DISTANCE OF 474.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°14'12" WEST, 438.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°38'29" WEST, 48.95 FEET TO THE NORTHWESTERLY PROLONGATION OF THE AFORESAID NORTHEASTERLY LINE OF LOT 9; THENCE SOUTH 42°24'25" EAST, ALONG LAST SAID LINE AND ALONG SAID NORTHEASTERLY LINE OF LOT 9, A DISTANCE OF 3529.67 FEET TO THE POINT OF BEGINNING.

CONTAINING: 164.13 ACRES, MORE OR LESS.

SEVENTH ORDER OF BUSINESS

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the ANABELLE I S L A N D COMMUNITY DEVELOPMENT DISTRICT, established pursuant to the provisions of Chapter 190, Florida Statutes, whose address is Attn: Government Management Services LLC(GMS) 475 West Town Place, Suite 114, St. Augustine, Florida 32092, hereinafter referred to as “THE DISTRICT,” and the Clay County Tax Collector, a constitutional officer of the State of Florida, whose address is Clay County Administration Building, 477 Houston Street, 1st Floor, Green Cove Springs, Florida 32043, hereinafter referred to as the “TAX COLLECTOR”.

WITNESSETH:

WHEREAS, THE DISTRICT is authorized to impose special assessments or non-ad valorem assessments and by Ordinance No. 2021-10 adopted on March 23, 2021, has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments (hereinafter referred to as the “Uniform Collection Method”), as authorized by Section 197.3632 Florida Statutes, as amended; and

WHEREAS, the Uniform Collection Method, with its enforcement provisions including the sale of tax certificates and issuance of tax deeds in the event of any delinquencies, is fairer to the delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the Uniform Collection Method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the TAX COLLECTOR which will produce positive economic benefits to THE DISTRICT; and

WHEREAS, the Uniform Collection Method will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632 (2) Florida Statutes, provide that THE DISTRICT shall enter into a written agreement with the TAX COLLECTOR for reimbursement of necessary administrative costs incurred in implementing the Uniform Collection Method; and

WHEREAS, Section 197.3632 (7) Florida Statutes, provides that THE DISTRICT shall bear all costs associated with any separate notice in the event the TAX COLLECTOR is unable to merge THE DISTRICT's non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632 (8c), Florida Statutes, provides that THE DISTRICT shall compensate the TAX COLLECTOR for the costs of collecting its non-ad valorem assessments;

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the TAX COLLECTOR shall collect and enforce the collection of those certain non-ad valorem assessments levied by THE DISTRICT (including reimbursement by THE DISTRICT to the TAX COLLECTOR for costs of collection) pursuant to the Uniform Collection Method, as provided by Section 197.3632(8c), Florida Statutes; any costs involved in separate mailings because of non-merger of any non-ad valorem assessment roll as certified by THE DISTRICT pursuant to Section 197.3632(7), Florida Statutes; and for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms supplies, data processing, computer equipment, postage and programming attendant to the collection and enforcement duties imposed upon the TAX COLLECTOR by the Uniform Collection Method, as provided in Section 197.3632(2), Florida Statutes.

ARTICLE II

Term

The term of this Agreement shall commence on the date of signature and shall run through December 31, 2022, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless THE DISTRICT shall inform the TAX COLLECTOR, as well as the

Clay County Property Appraiser and the Florida Department of Revenue, by January 10 that THE DISTRICT intends to discontinue using the Uniform Collection Method.

ARTICLE III

Compliance with Laws and Regulations

The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinances promulgated by THE DISTRICT, not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to these statutes by the Florida Department of Revenue.

ARTICLE IV

Duties and Responsibilities of THE DISTRICT

THE DISTRICT agrees, covenants and contracts to:

- (a) Reimburse the TAX COLLECTOR for actual necessary costs not to exceed two (2) percent of collections, for the collection and enforcement of the applicable non-ad valorem assessment by the TAX COLLECTOR under the new uniform law, pursuant to Section 197.3632(2), (8c), Florida Statutes, to include, but not belimited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
- (b) To pay for or alternatively to reimburse the TAX COLLECTOR for any separate tax notice necessitated by the inability of the TAX COLLECTOR to merge the non-ad valorem assessment roll certified by THE DISTRICT pursuant to Section 197.3632(7), Florida Statutes;
- (c) THE DISTRICT, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the new Uniform Collection Method as required by Sections 197.3632 and 197.3635, Florida Statutes, and applicable rules duly promulgated by the Department of Revenue.
- (d) By September 15th of each calendar year, the chairperson of the governing board of THE DISTRICT, or his or her designee, shall officially certify to the TAX

COLLECTOR the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. THE DISTRICT shall post the non-ad valorem assessment for each parcel on the said non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free to errors and omissions. THE DISTRICT shall inform the TAX COLLECTOR, as well as the Property Appraiser and the Department of Revenue by January 10 if it intends to discontinue using the Uniform Collection Method.

- (e) THE DISTRICT agrees to cooperate with the TAX COLLECTOR to implement the Uniform Collection Method pursuant to, and consistent with, all the provisions of Section 197.3632 and 197.3635, Florida Statutes, or its successor statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

ARTICLE V

Duties and Responsibilities of the TAX COLLECTOR

- (a) The TAX COLLECTOR shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem assessments for THE DISTRICT, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, as amended; and their successor rules, promulgated by the Department of Revenue, and in accordance with specific ordinances or resolutions adopted by THE DISTRICT, so long as said ordinances and resolutions shall clearly state an intent to use the Uniform Collection Method for the collection of such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
- (b) The TAX COLLECTOR shall collect the non-ad valorem assessments of THE DISTRICT as certified to the TAX COLLECTOR no later than September 15th of

each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue;

- (c) The TAX COLLECTOR agrees to cooperate with THE DISTRICT in implementation of the Uniform Collection Method for collecting and enforcing non-ad valorem assessments pursuant to Sections 197.363 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The TAX COLLECTOR shall not accept any such non-ad valorem assessment roll that is not officially certified to the TAX COLLECTOR by September 15th of each calendar year on compatible electronic medium tied to the property identification number and in the format used by the Property Appraiser on the ad valorem roll submitted to the Department of Revenue.
- (d) If the TAX COLLECTOR discovers errors or omissions on such roll, he/she may request THE DISTRICT to file a corrected roll or a correction of the amount of any assessment and THE DISTRICT shall bear the cost of any such error or omission.
- (e) If the TAX COLLECTOR determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the TAX COLLECTOR shall either mail a separate notice of the particular non-ad valorem assessment or shall direct THE DISTRICT to mail such a separate notice. In making this decision, the TAX COLLECTOR shall consider all costs to THE DISTRICT and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is affected, THE DISTRICT shall bear all costs associated with the separate notice for the non-ad valorem assessment that could not be merged, upon timely billing by the TAX COLLECTOR.
- (f) The TAX COLLECTOR shall perform all other duties as are required by statute or rule, as amended, to implement the Uniform Collection Method in relation to special assessments or no-ad valorem assessments that may be imposed by THE DISTRICT.

- (g) “In the event that or it appears, at any time, that the methodology of the Uniform Collection Method under Section 197.3632, F.S. is not being utilized by THE DISTRICT, or THE DISTRICT does not comply with the requirements of Section 197.3632, F.S. then the Property Appraiser may terminate this agreement and shall not be obligated to perform any services under this Agreement, and shall notify THE DISTRICT of same”.

ARTICLE VI

Miscellaneous

- (a) Any notices concerning the terms of this agreement or its implementation shall be furnished to:

CLAY COUNTY TAX COLLECTOR
Clay County Administration Building
477 Houston Street, 1st Floor
Green Cove Springs, Florida 32043

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT
Attn: Government Managements Services LLC (GMS)
475 West Town Place, Suite 114
St. Augustine, Florida 32092

With a Copy to:

KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

- (b) In the event any provision of this agreement is found unlawful or otherwise enforceable, all other provisions shall remain in full force and effect unless the parties agree to the contrary in writing.
- (c) This agreement contains the full and complete agreement of the parties hereto and no amendments to this agreement shall be of any force or effect unless they are agreed to separately in writing.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESSED:

CLAY COUNTY TAX COLLECTOR

BY: _____
Jimmy Weeks, Clay County Tax
Collector

Date: _____

WITNESSED:

ANABELLE ISLAND
COMMUNITY
DEVELOPMENT DISTRICT

BY: _____
Chairman, Board of Supervisors
Anabelle Island Community
Development District

Date: _____

ELEVENTH ORDER OF BUSINESS

Anabelle Island

Community Development District

Unaudited Financial Reporting
December 31, 2021



Anabelle Island
Community Development District

BALANCE SHEET
December 31, 2021

General Fund

ASSETS:

Cash	\$9,774
Due from Developer	\$10,094
Due from Capital	\$26,329

TOTAL ASSETS

\$46,196

LIABILITIES:

Accounts Payable	\$0
Due to Developer	\$26,329

FUND BALANCES:

Unrestricted	\$19,867
--------------	----------

TOTAL LIABILITIES & FUND EQUITY

\$46,196

Anabelle Island
Community Development District

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending
December 31, 2021

DISCRIPTION	ADOPTED BUDGET	PRORATED BUDGET 12/31/21	ACTUAL 12/31/21	VARIANCE
REVENUES:				
Developer Contributions	\$550,329	\$137,582	\$26,937	(\$110,646)
Special Assessments	\$54,798	\$0	\$0	\$0
TOTAL REVENUES	\$605,127	\$137,582	\$26,937	(\$110,646)
EXPENDITURES:				
Administrative:				
Supervisors Fees	\$12,000	\$3,000	\$600	\$2,400
FICA Expense	\$918	\$230	\$46	\$184
Engineering	\$5,000	\$1,250	\$0	\$1,250
Attorney	\$12,000	\$3,000	\$4,855	(\$1,855)
Arbitrage	\$750	\$188	\$0	\$188
Assessment Roll	\$5,000	\$1,250	\$0	\$1,250
Dissemination Agent	\$3,500	\$875	\$0	\$875
Annual Audit	\$3,900	\$975	\$0	\$975
Trustee	\$6,500	\$1,625	\$0	\$1,625
Management Fees	\$45,000	\$11,250	\$11,250	\$0
Website Maintenance	\$1,250	\$313	\$313	(\$0)
Information Technology	\$1,800	\$450	\$450	\$0
Telephone	\$200	\$50	\$54	(\$4)
Postage	\$600	\$150	\$7	\$143
Insurance	\$6,550	\$6,550	\$5,000	\$1,550
Printing & Binding	\$250	\$63	\$162	(\$99)
Legal Advertising	\$2,500	\$625	\$47	\$578
Other Current Charges	\$500	\$125	\$277	(\$152)
Office Supplies	\$100	\$25	\$1	\$24
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$108,493	\$32,167	\$23,235	\$8,932
Field:				
Security- monitoring	\$45,000	\$11,250	\$0	\$11,250
Electric	\$1,500	\$375	\$0	\$375
Water & Sewer/Irrigation	\$30,000	\$7,500	\$0	\$7,500
Repairs & Maintenance	\$5,000	\$1,250	\$0	\$1,250
Landscape - Contract	\$61,977	\$15,494	\$0	\$15,494
Landscape - Contingency	\$5,000	\$1,250	\$0	\$1,250
Landscape - Pond Banks	\$39,000	\$9,750	\$0	\$9,750
Lake Maintenance	\$10,000	\$2,500	\$0	\$2,500
Irrigation Repairs	\$10,000	\$2,500	\$0	\$2,500
Total Field	\$207,477	\$51,869	\$0	\$51,869

Anabelle Island
Community Development District

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending
December 31, 2021

DISCRIPTION	ADOPTED BUDGET	PRORATED BUDGET 12/31/21	ACTUAL 12/31/21	VARIANCE
Amenity:				
Insurance	\$30,000	\$7,500	\$0	\$7,500
Phone/Internet/Cable	\$3,000	\$750	\$0	\$750
Electric	\$16,000	\$4,000	\$0	\$4,000
Water/Irrigation	\$6,000	\$1,500	\$0	\$1,500
Gas	\$1,250	\$313	\$0	\$313
Refuse Service	\$2,500	\$625	\$0	\$625
Security Monitoring	\$11,497	\$2,874	\$0	\$2,874
Access Cards	\$2,500	\$625	\$0	\$625
Field Mgmt/Admin	\$20,000	\$5,000	\$0	\$5,000
Landscape - Contract	\$50,000	\$12,500	\$0	\$12,500
Fitness Equipment Lease (Sofitco)	\$17,500	\$4,375	\$0	\$4,375
Janitorial Maintenance	\$28,000	\$7,000	\$0	\$7,000
Janitorial Supplies	\$4,000	\$1,000	\$0	\$1,000
Pool Maintenance	\$12,900	\$3,225	\$0	\$3,225
Facility Maintenance	\$7,500	\$1,875	\$0	\$1,875
Repairs & Maintenance	\$4,310	\$1,078	\$0	\$1,078
Special Events	\$4,000	\$1,000	\$0	\$1,000
Fitness Center Repairs/Supplies	\$900	\$225	\$0	\$225
Office Supplies	\$1,000	\$250	\$0	\$250
ASCAP/BMI License Fees	\$500	\$125	\$0	\$125
Pest Control	\$800	\$200	\$0	\$200
Capital Outlay	\$15,000	\$3,750	\$0	\$3,750
Reserves	\$50,000	\$12,500	\$0	\$12,500
Total Amenity	\$289,157	\$72,289	\$0	\$72,289
TOTAL EXPENDITURES	\$605,127	\$156,326	\$23,235	\$133,090
EXCESS REVENUES (EXPENDITURES)	\$0		\$3,701	
FUND BALANCE - Beginning	\$0		\$16,166	
FUND BALANCE - Ending	\$0		\$19,867	

Community Development District

[illegible]

Expenditures:

[illegible]Field[illegible]

Amenity

[illegible]

Anabelle Island

Community Development District

[illegible]

Anabelle Island
Community Development District
Developer Contributions/Due from Developer

Funding Request #	Date Prepared	Date Payment Received	Check Amount Received	Total Funding Request	General Fund Portion	Capital Project Portion	Over and (short) Balance Due
7	10/28/21	12/22/21	\$ 18,564.21	\$ 18,564.21	\$ 16,842.97	\$ 1,721.24	\$0.00
8	12/6/21	-	\$ -	\$ 10,666.09	\$ 10,093.59	\$ 572.50	(\$10,666.09)
Due from Developer			\$ 18,564.21	\$ 29,230.30	\$ 26,936.56	\$ 2,293.74	(\$10,666.09)

Total Developer Contributions

\$ 29,230.30

TWELFTH ORDER OF BUSINESS

Anabelle Island

Community Development District

Funding Request # 9

January 3, 2022

PAYEE		CAPITAL PROJECT FY22	GENERAL FUND FY22
1	Payroll Meeting Date 12/14/21		\$ 369.40
2	Clay Today Inv # 331777 - Notice of Meeting 12/14/21		\$ 47.00
3	Rose S. Bock Expense Reimbursement mileage reimbursement ffor the period from 4/6/21 thru 12/15/21		\$ 142.40
4	KE Law Group, PLLC Inv # 896 - General Counsel - December 2021 Inv # 518 - General Counsel - October 2021		\$ 1,203.50 \$ 228.00
		\$ -	\$ 1,990.30
		TOTAL	\$ 1,990.30

Please make check payable to:

Anabelle Island CDD

475 W Town Place Suite 114

Saint Augustine, FL 32092

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary

Anabelle Island CDD - Expense Reimbursement
Governmental Management Services, LLC

90

Employee: Rose S. Bock

Position: Supervisor

Address: 1804 Forest Glen Way

Date: 6-Apr-21

City, State, Zip St. Augustine, FL 32092

Expense
Period: 15-Dec-21

DATE	Description	Mileage	Hotel	Meals	Total
6-Apr-21	Anabelle Island CDD Meeting 64 miles round trip	\$ 28.48	\$ -	\$ -	\$ 28.48
8-Jun-21	Anabelle Island CDD Meeting 64 miles round trip	\$ 28.48	\$ -	\$ -	\$ 28.48
13-Jul-21	Anabelle Island CDD Meeting 64 miles round trip	\$ 28.48	\$ -	\$ -	\$ 28.48
10-Aug-21	Anabelle Island CDD Meeting 64 miles round trip	\$ 28.48	\$ -	\$ -	\$ 28.48
14-Dec-21	Anabelle Island CDD Meeting 64 miles round trip	\$ 28.48	\$ -	\$ -	\$ 28.48

Mileage is reimbursable at \$.445/mile

Total Amount Due to Employ \$ 142.40

****For expense reimbursements not listed above, post to Misc. and provide additional description****

**List below the above expenses that are reimbursable to company by client. The below is informational only.
Employee should provide these expenses on their monthly expense report for each client.**

Rose S. Bock
Employee Signature

Manuel D. L. Dec 16, 2021
Manager Signature Date

RECEIVED DEC 16 2021

RESOLUTION 2021-19

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT
ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL
EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN
EFFECTIVE DATE.**

WHEREAS, the Anabelle Island Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees and authorized persons whose travel is authorized and paid for by a public agency; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses ("**Travel Reimbursement Policy**") pursuant to the provisions of Section 112.061, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A**.

SECTION 2. If any provision of this Resolution or the Travel Reimbursement Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

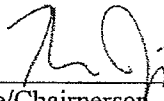
PASSED AND ADOPTED this 6th day of April, 2021.

ATTEST:

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Vice/Chairperson, Board of Supervisors

EXHIBIT A

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES

1.0 GENERAL PROVISIONS.

- 1.1 The usual, ordinary, and incidental travel expenditures necessarily incurred by Anabelle Island Community Development District ("District") board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the District.
- 1.2 Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- 1.3 All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

2.0 TRANSPORTATION.

- 2.1 All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- 2.2 Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- 2.3 When available without penalty for cancellation, travelers should take advantage of discount fares.
- 2.4 Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- 2.5 Rental car expenses shall be substantiated by a copy of the rental agreement.
- 2.6 Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in

Section 112.061, *Florida Statutes*. Should the State increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate.

- 2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.
- 2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

3.0 INCIDENTAL EXPENSES.

- 3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.
- 3.2 Reimbursement for meals shall not exceed \$6 for breakfast, \$11 for lunch, and \$19 for dinner. Should the State increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.
- 3.3 Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.



3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200



1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082
Phone: (904) 285-8831

Advertising Invoice

ANABELLE ISLAND CDD C/O GMS LLC
475 W TOWN PL # 114
ST AUGUSTINE, FL 32092

Cust#:1001377
Ad#:331777
Phone#:904-940-5850
Date:11/23/2021

Salesperson: Clay Today

Classification: Legal Notice

Ad Size: 1.0 x 4.70

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	12/02/2021	12/02/2021	1	47.00	47.00

Payment Information:

Date:	Order#	Type
11/23/2021	331777	BILLED ACCOUNT

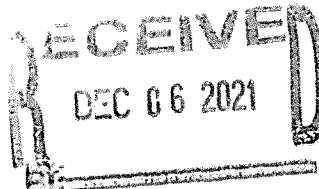
Total Amount: 47.00

Tax: 0.00

Amount Due: 47.00

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy



PUBLISHER AFFIDAVIT
CLAY TODAY
 Published Weekly
 Orange Park, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared
 Jon Cantrell, who on oath says that he is the publisher of the
 "Clay Today" a newspaper published weekly at Orange Park in
 Clay County, Florida; that the attached copy of advertisement
 being a

NOTICE OF MEETING

in the matter of

Dec 14 MEETING

LEGAL: 48814 ORDER: 331777

was published in said newspaper in the issues:

12/02/2021

Affiant further says that said "Clay Today" is a newspaper published
 at Orange Park, in said Clay County, Florida, and that the said newspaper
 has heretofore been continuously published in said Clay County, Florida,
 weekly, and has been entered as Periodical material matter at the post
 office in Orange Park, in said Clay County, Florida, for period of one
 year next proceeding the first publication of the attached copy of
 advertisement; and affiant further says that he has neither paid nor promised
 any person, firm or corporation any discount, rebate, commission or
 refund for the purpose of securing this advertisement for publication in
 the said newspaper.



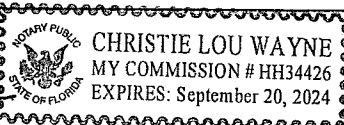
**Notice of Meeting
 Anabelle Island**

Community Development District
 The meeting of the Board of
 Supervisors of the Anabelle Island
 Community Development District
 will be held on Tuesday, December
 14, 2021 at 2:00 p.m. at the Plantation
 Oaks Amenity Center, 845 Oakleaf
 Plantation Parkway, Orange Park,
 Florida 32065. The meeting is open
 to the public and will be conducted
 in accordance with the provisions of
 Florida Law for Community
 Development Districts. A copy of the
 agenda for this meeting may be
 obtained from the District Manager,
 at 475 West Town Place, Suite 114,
 St. Augustine, FL 32092 (and phone
 (904) 940-5850). This meeting may be
 continued to a date, time, and place
 to be specified on the record at the
 meeting. There may be occasions
 when one or more Supervisors will
 participate by telephone.
 Any person requiring special
 accommodations at this meeting
 because of a disability or physical
 impairment should contact the
 District Office at (904) 940-5850 at
 least two calendar days prior to the
 meeting. If you are hearing or speech
 impaired, please contact the Florida
 Relay Service at 1-800-955-8770, for
 aid in contacting the District Office.
 Each person who decides to appeal
 any action taken at these meetings is
 advised that person will need a
 record of the proceedings and that,
 accordingly, the person may need to
 ensure that a verbatim record of the
 proceedings is made, including the
 testimony and evidence upon which
 such appeal is to be based.

James Perry
 District Manager

Sworn to me and subscribed before me 12/02/2021

Christie Lou Wayne
 NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003
 Telephone (904) 264-3200 - FAX (904) 264-3285
 E-Mail: Christie@opcfla.com

ATTENDANCE SHEET

RECEIVED DEC 16 2021

District: Anabelle Island

Meeting Date: December 14, 2021

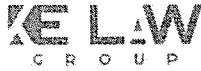
	Supervisor	In Attendance	Fees
1.	Jim McDade <i>by phone</i>	<input checked="" type="checkbox"/>	NO
2.	VACANT <i>Derek Citino</i>	<input checked="" type="checkbox"/>	NO
3.	Darren Gowens	<input checked="" type="checkbox"/>	NO
4.	Kurt von der Osten	<input checked="" type="checkbox"/>	\$200
5.	Rose Bock	<input checked="" type="checkbox"/>	\$200

District Manager:

Mandi D. J.

Dec 14, 2021

PLEASE RETURN COMPLETED FORM TO OKSANA KUZMUK



INVOICE

Invoice # 896
Date: 01/03/2022
Due On: 02/02/2022

P.O. Box 6386
Tallahassee, Florida 32314

Anabelle Island CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092

RECEIVED JAN 04 2022

AICDD-01

Anabelle Island - General Counsel

Type	Date	Notes	Quantity	Rate	Total
Service	12/03/2021	Confer re: board member transition process, board member requirements and confer with landowner on options for same	0.20	\$305.00	\$61.00
Service	12/08/2021	Receive and review proposed engineer's work authorization for stormwater reporting.	0.10	\$265.00	\$26.50
Service	12/09/2021	Review meeting agenda, including funding requests, resignation letter, and engineer's proposal, and prepare counsel report to Board.	0.40	\$265.00	\$106.00
Service	12/09/2021	Confer re: meeting agenda; provide edits to same; confer re: board transition	0.20	\$305.00	\$61.00
Service	12/09/2021	Draft resolution for amended prompt payment policies, updated with legislative changes	0.20	\$170.00	\$34.00
Service	12/10/2021	Confer re: Board transition; confer re: replacement members and review TA; transmit information on same	0.20	\$305.00	\$61.00
Service	12/14/2021	Finalize meeting review/preparations; confer re: advertisement for January meeting	0.20	\$305.00	\$61.00
Service	12/14/2021	Attend Board meeting; follow up from same.	0.90	\$265.00	\$238.50
Service	12/15/2021	Review new supervisor guides for Citino and Jennesse.	0.20	\$265.00	\$53.00
Service	12/16/2021	Prepare New Supervisors Notebooks; correspond with Kilinski, Gentry, Citino and Jennesse	1.50	\$170.00	\$255.00
Service	12/23/2021	Prepare supplemental assessment resolution; review status of pending bond documents.	0.40	\$265.00	\$106.00
Service	12/27/2021	Review and provide comments on December meeting minutes.	0.30	\$265.00	\$79.50

Service	12/31/2021	Monitor legislation and prepare newsletter for same	0.20	\$305.00	\$61.00
			Total	\$1,203.50	

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
322	11/02/2021	\$168.74	\$0.00	\$168.74
518	12/05/2021	\$228.00	\$0.00	\$228.00
843	01/04/2022	\$1,595.07	\$0.00	\$1,595.07

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
896	02/02/2022	\$1,203.50	\$0.00	\$1,203.50
Outstanding Balance				\$3,195.31
Total Amount Outstanding				\$3,195.31

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

Please pay within 30 days.



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 518
Date: 11/05/2021
Due On: 12/05/2021

Anabelle Island CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092

AICDD-01

Anabelle Island - General Counsel

Type	Date	Notes	Quantity	Rate	Total
Service	10/09/2021	Review engineer correspondence on stormwater reporting; review EDR documents and guidelines and transmit implementation summary on same	0.20	\$305.00	\$61.00
Service	10/12/2021	Review OEDR's regulations related to wastewater and stormwater management facilities; prepare memorandum summarizing same; review reporting templates and prepare transmissions to District Manager and Engineer.	0.10	\$225.00	\$22.50
Service	10/12/2021	Review memorandum and regulations regarding implementation of OEDR's stormwater and wastewater requirements and coordinate with staff on same.	0.10	\$305.00	\$30.50
Service	10/27/2021	Advise district manager regarding filing procedures with DEO.	0.20	\$265.00	\$53.00
Service	10/28/2021	Confer re: DEO requests for supplemental information, notice of establishment and related documentation; transmit information on same	0.20	\$305.00	\$61.00
				Total	\$228.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
322	11/02/2021	\$168.74	\$0.00	\$168.74

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
518	12/05/2021	\$228.00	\$0.00	\$228.00
Outstanding Balance				\$396.74
Total Amount Outstanding				\$396.74

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

Please pay within 30 days.