

Anabelle Island
Community Development District

FEBRUARY 8, 2022

AGENDA

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

February 1, 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, February 8, 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 January 11, 2022 Meeting
- IV. Consideration of Resolution 2022-03, Adopting Amended Prompt Payment Policies
- V. Consideration of Resolution 2022-04, Supplemental Assessment Resolution
- VI. Consideration of Items Regarding Financing Related Matters
- VII. Consideration of Acquisition of Work Product
- VIII. Consideration of Assignment of Construction Contract with AJ Johns
- IX. Consideration of Requisitions No. 1 & No. 2
- X. Consideration of Resolution 2022-05, Extending Terms of Office
- XI. Consideration of Entry Sign Construction Contract
- XII. Staff Reports
 - A. Attorney
 - B. Engineer

C. Manager

- XIII. Supervisors Requests
- XIV. Audience Comments
- XV. Consideration of Funding Request No. 10
- XVI. Next Scheduled Meeting – March 8, 2022 @ 2:00 p.m.
- XVII. 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, January 11, 2022 at 2:00 p.m. at Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum:

Jim McDade	Chairman
Derek Citino	Vice Chairman
Rose Bock	Supervisor
Darren Gowen <i>by phone</i>	Supervisor

Also present were:

Marilee Giles	District Manager, GMS
Jennifer Kilinski	KE Law Group
David Taylor <i>by phone</i>	Dunn & Associates
Jason Session <i>by phone</i>	
Brett Sealy <i>by phone</i>	MBS Capital

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of the December
14, 2021 Meeting**

Ms. Giles asked if there were any comments, corrections, or changes to the December 14, 2021 meeting minutes.

On MOTION by Mr. McDade, seconded by Ms. Bock with all in favor, the Minutes of the December 14, 2021 Meeting, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Completion Agreement**

Ms. Giles asked Ms. Kilinski to review the agreements. Ms. Kilinski stated that these were related to the potential and foreseeable issuance of 2022 bonds. This agreement stated that the District is issuing bonds and that it is acknowledged that they are insufficient to complete the capital improvement plan. While the bonds will cover some of the improvements in the capital improvement plan, if there is not enough then the agreement states that the developer agrees to finish the District's capital improvement plan.

On MOTION by Mr. Citino, seconded by Ms. Bock, with all in favor, the Completion Agreement, was approved in substantial form.

FIFTH ORDER OF BUSINESS**Consideration of Collateral Assignment Agreement**

Ms. Kilinski stated that this agreement provides that in the event of a default on the assessments, the developer agrees to collaterally assign its development rights and interests in the property in order for the District or District designee to be able to complete the District's capital improvement plan.

On MOTION by Mr. McDade, seconded by Mr. Citino, with all in favor, the Collateral Assignment Agreement, was approved in substantial form.

SIXTH ORDER OF BUSINESS**Consideration of True Up Agreement**

Ms. Kilinski stated that this agreement provides that if the developer ends up platting less than the planned 369 units at the end of the project, there would be a payment required that would make up the difference between the actual number of units platted and the planned platted units.

On MOTION by Mr. Citino, seconded by Ms. Bock, with all in favor, the True Up Agreement, was approved in substantial form.

SEVENTH ORDER OF BUSINESS

**Consideration of Agreement with Clay
County Tax Collector Regarding Uniform
Method of Collection**

Ms. Kilinski stated that this was a tax collector agreement and when the District was established there was a resolution adopted that authorized the District to certify assessments to the Clay County Property Appraiser. The District is required to enter into an agreement with Clay County Tax Collector for collection of the assessments and this is the agreement.

On MOTION by Mr. McDade, seconded by Mr. Citino, with all in favor, the Agreement with Clay County Tax Collector Regarding Uniform Method of Collection, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Kilinski reported that they anticipate preclosing to be by the February meeting and that they are preparing for that.

B. Engineer

Mr. Taylor stated that he sent out a revised Engineer's Report that included updated items such as the background phasing and timing and the permit status. He stated that the budget remained unchanged.

C. Manager

Ms. Giles stated she had nothing further to report other than that the next meeting would be on February 8, 2022.

NINTH ORDER OF BUSINESS

Supervisors Requests

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Financial Statements as of December 31, 2021

Ms. Giles noted that the financial statements were through December 31, 2021.

TWELTH ORDER OF BUSINESS

Consideration of Funding Request No. 9

Ms. Giles noted that funding request #9 was for \$1,990.30, including costs for payroll, advertising, Supervisor expenses 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. 9 in the amount of \$1,990.30, was approved.
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THIRTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – February 8, 2022 @ 2:00 p.m.

Ms. Giles stated the next scheduled meeting will be February 8, 2022 at 2:00 p.m. in the same location.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Amended and Restated Prompt Payment Policies and Procedures as may be amended or updated from time to time 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 Amended and Restated Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended and Restated Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended and Restated Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Amended and Restated Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution 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 8th day of February, 2022.

ATTEST:

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Prompt Payment Policies and Procedures

EXHIBIT A

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

February 8, 2021

Anabelle Island Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Anabelle Island Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8018375352C-5. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 904-940-5850), email: mgiles@gmsnf.com.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**
Anabelle Island Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- 2. Email Address**
mgiles@gmsnf.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

- 1. Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

FIFTH ORDER OF BUSINESS

RESOLUTION 2022-04

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

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

WHEREAS, the District’s Board of Supervisors (the “**Board**”) has previously adopted, after notice and public hearing, Resolution 2021-32, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2021-32, this Resolution shall set forth the terms of the bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds; and

WHEREAS, in order to finance all or a portion of its Series 2022 Project (defined herein), the District entered into that certain *Bond Purchase Agreement* with MBS Capital Markets, LLC, whereby the District agreed to sell its \$6,190,000 Special Assessment Revenue Bonds, Series 2022 (“**Series 2022 Bonds**”); and

WHEREAS, pursuant to and consistent with Resolution 2021-32, the District desires to set forth the particular terms of the sale of the Series 2022 Bonds and confirm the levy of special assessments securing the Series 2022 Bonds (the “**Series 2022 Assessments**”).

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation, Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2021-32.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Anabelle Island Community Development District hereby finds and determines as follows:

(a) On June 8, 2021, the District, after due notice and public hearing, adopted Resolution 2021-32, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District’s infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Master Engineer's Report*, dated January 11, 2022, attached to this Resolution as **Exhibit A** (the "**Master Engineer's Report**"), identifies and describes the presently expected public infrastructure improvements to be financed in whole or in part with the Series 2022 Bonds (the "**Series 2022 Project**"), and sets forth the costs thereof. The District hereby confirms that the Series 2022 Project serves a proper, essential, and valid public purpose. The Master Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(c) The *Supplemental Special Assessment Methodology Report for the Series 2021 Special Assessment Revenue Bonds – Final Numbers*, dated February 8, 2021, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Master Special Assessment Methodology Report*, dated April 15, 2021 (the "**Master Assessment Report**"), to the Series 2022 Project and the actual terms of the Series 2022 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(d) The Series 2022 Project will specially benefit all of the developable acreage within the District, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Series 2022 Project financed with the Series 2022 Bonds to the specially benefitted properties within the District as set forth in Resolution 2021-32 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2022 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2022 BONDS. As provided in Resolution 2021-32, this Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the lien of the Series 2022 Assessments securing such bonds. The Series 2022 Bonds shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2022 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2022 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2022 Assessments shall be imposed on all developable land within the District, as such land is described in **Exhibit B**, shall be the principal amount due on such Series 2022 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

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

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

(b) The lien of the Series 2022 Assessments includes all developable acreage within the District, which comprises approximately 164.13 acres, as further provided in the Series 2022 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. The Series 2022 Assessments are anticipated to be allocated on first platted, first assigned basis as set forth in the Supplemental Assessment Report and are further anticipated to be absorbed by the first 369 single-family units in the District, which may be subject to change based on actual platted property. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Series 2022 Project and reallocate the Series 2022 Assessments securing the Series 2022 Bonds in order to impose Series 2022 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated February 1, 2022, and the First Supplemental Trust Indenture, dated February

1, 2022, the District shall for Fiscal Year 2022, begin annual collection of Series 2022 Assessments for the Series 2022 Bonds debt service payments using the methods available to it by law. The Series 2022 Bonds include an amount capitalized interest through November 1, 2022. Interest payments on the 2022 Bonds will be made every May 1 and November 1, and principal payments on the 2022 Bonds will be made every May 1 beginning on May 1, 2023. The Series 2022 Bonds are structured to be amortized in thirty annual installments following the capitalized interest period, as reflected on **Exhibit E**.

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

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of Resolution 2021-32 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. PREPAYMENT OF 2022 PROJECT ASSESSMENTS. Any owner of property subject to the Series 2022 Assessments may, at its option, pre-pay the entire amount of such Series 2022 Assessment any time, or a portion of the amount of the Series 2022 Assessments up to two times (or as otherwise provided by the applicable indenture), plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the applicable indenture)), attributable to the property subject to the Series 2022 Assessments owned by such owner.

SECTION 7. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2022 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2022 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2022 Assessments securing the Series 2022 Bonds in the Official Records of Clay County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. CONFLICTS. This Resolution is intended to supplement Resolution 2021-32, which remains in full force and effect. This Resolution and Resolution 2021-32 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 10. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and **ADOPTED**, this 8th day of February, 2022.

ATTEST:

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

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

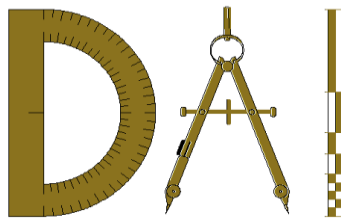
EXHIBIT A
Master Engineer's Report

[attached beginning at following page]

MASTER ENGINEER'S REPORT

FOR
ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA

January 11, 2022



PREPARED BY:

DUNN & ASSOCIATES, INC.
8647 BAYPINE ROAD, SUITE 200
JACKSONVILLE, FL 32256

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 - D. Landscaping / Entranceway
 - E. Recreation Facilities

EXHIBITS:

- Exhibit “1” General Location Map
- Exhibit “2” Metes and Bounds Description of External Boundaries of CDD
- Exhibit “3” List of Permits
- Exhibit “4” BLANK-Not Used
- Exhibit “5” Master Water and Wastewater Facilities Map
- Exhibit “6” Proposed Infrastructure Plan
- Exhibit “7” Estimated Cost Summary
- Exhibit “8” Ownership/Maintenance Obligations

**ANABELLE ISLAND
COMMUNITY DEVELOPMENT DISTRICT
MASTER ENGINEER'S REPORT**

I. Background

Anabelle Island Community Development District (the “District” or “CDD”) encompasses approximately 164.13 acres. The parcel is in Clay County, Florida. KB Home Jacksonville, LLC (the “Developer”) is serving as the master developer of Anabelle Island (the “Development”), a master planned residential community planned to include approximately 369 single-family homes. The Development’s boundaries are entirely within the boundaries of the District. The District was created to plan, finance, construct, operate and maintain certain public infrastructure improvements (the “Capital Improvement Plan”, described herein) that will support the Development. A portion of the Capital Improvement Plan is anticipated to be financed with special assessment bonds issued by the District.

The Development is generally located near the intersection of Russell Road and Sandridge Road in Green Cove Springs, FL.

The lands within the Development have been approved by the Clay County Board of County Commissioners as a Master Planned Community (MPC). The property within the District boundaries presently has entitlements necessary for development of all 369 single-family homes and certain recreational facilities. Of the approximately 164.13 gross acres comprising the District all are considered developable areas. These 164.13 developable acres include approximately 17.7 acres of proposed lakes and approximately 31.6 acres of proposed road rights-of-way. Minor revisions to the currently contemplated development program can be implemented if consistent with the County-approved MPC however the current development plan for the Development is consistent with the approved MPC.

This Engineer’s Report has been prepared to assist with the financing of the Capital Improvement Plan contemplated to be constructed, and/or acquired for the Development by the CDD. In Summary:

Various lakes will be excavated to handle stormwater runoff. Wetland mitigation bank credits have been purchased to offset wetland impacts from the proposed improvements.

Landscaping improvements are planned at numerous common areas.

Water and sewer improvements will be constructed to serve the Development including watermain, fire hydrants, two sewage pump stations, forcemain, gravity sewer, and other appurtenances.

Transportation improvements will include paving and drainage construction within the District as required by Clay County and intersection improvements on Russell Road and Block Island Parkway.

The applicable permits in hand for the Development include a St. Johns River Water Management District Environmental Resource Permit, US Army Corps of Engineers Dredge and Fill Permit, Clay County Development Review approval Clay County Utility Department Water Distribution Permit and Wastewater Collection Permit (infrastructure only). The SJRWMD Permit, the Army Corps permit, and Clay County approvals have all been issued prior to construction commencement February of 2021. The existing SJRWMD Permit is currently being split between the original permittee (landowner) and KB Home. The FEMA CLOMR is anticipated to be submitted by the end of January 2022, with approval Sept. 2022. Clay County Utility Department Water Distribution Permit and Wastewater Collection Permit for the offsite utilities is anticipated January 2022.

The capital improvements reflected in this report represent the present intentions of the District. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies including the Board of County Commissioners of Clay County. The actual improvements may vary from the capital improvements in this report based upon changes in regulatory criteria, permitting requirements, the development needs of the lands within the District and other such changes in the Development. This report, therefore, may be amended from time to time.

Cost estimates contained in this report have been prepared based on the best available information at this time and are a reasonable estimation based on current unit prices in the area. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from cost estimates presented.

Phase 1A of the Capital Improvement Plan includes 79 lots and is under construction with completion of the residential infrastructure anticipated August 2022. Phase 1B includes 132 lots and is anticipated to be completion first quarter of 2023.

Development activities in Phase 2 planned for 158 single-family residential units are anticipated to commence fourth quarter of 2022 with completion anticipated in the first quarter of 2024.

Construction of the recreational facilities is anticipated to commence in the third quarter of 2022 with completion expected by the first quarter of 2023.

The Developer has the option to purchase the remaining 200 acres, which is entitled for 429 addition single-family residential units. The cost to develop those parcels is not included within this Report.

II. District Infrastructure (Capital Improvement Plan)

A. Stormwater Management Improvements

The lands within the District are made up of open fields, pine forests, wetlands and smaller areas of upland hardwood forests. The site generally drains east to west and then north, to Black Creek. Several wetland strings run south to north through the development. The

onsite wetland flows north under Russel Sampson Rd. through existing culvert, and then north into Black Creek.

The proposed stormwater management improvements will provide water quality treatment and flood control for all property within the CDD. Such improvements include curbing, inlets, pipes, roadway underdrain, stormwater lakes and lake outfall control structures. Some of the lakes are interconnected and ultimately discharge into Black Creek. The local

drainage systems and the lakes are designed to meet the requirements of Clay County and the St. Johns River Water Management District.

The cost of the master storm drainage system includes the collection and conveyance systems. The cost of the mass earthwork associated with lake excavation and lake outfall control structures is also included. These stormwater management facilities will be owned and operated by the District.

Wetland impacts associated with the proposed development require mitigation. The mitigation is by wetland mitigation bank credits. The cost for these credits is not included in this Report.

B. Roadway Improvements

The District presently intends to design, finance, install and/or acquire certain transportation facilities within its boundaries. All of these proposed improvements are presently contemplated in the current site plan.

A description of the roadway improvements follows.

The proposed road system will include turn lanes on both Sandridge Rd. and Russel Rd. The turn lane intersects with Windsor Lakes Way off Sandridge Rd. and Block Island Parkway off Russel Rd. Both Sandridge and Russel Rd. are the main collector roadways adjacent to the site. The road improvements consist of the paving, curbing, limerock base, stabilized subgrade and sidewalks. The CDD will be constructing the local roads, main roads throughout the community, as well as the offsite roadway improvements. The operation and maintenance/ownership of all roads, excluding Block Island Parkway, will be by CDD.

C. Water, Sewer, Gas, Electrical & Street Lighting Improvements

The District presently intends to finance, design, construct, install and/or acquire water, sewer and electric facilities within its boundaries. The District financed water and sewer improvements include the complete water and sewer systems including two sewage pump stations and associated sewage forcemain.

1. Water Distribution

The District intends to provide a complete water transmission and distribution system, including fire protection and water services to serve all property within the District.

2. Sewage Collection

The District intends to provide a sewage collection system including gravity sewer, manholes and sewer services to serve all property within the District.

3. Pump Stations

The District intends to install two (2) sewage pumping stations with associated forcemain within the boundaries of the District.

4. Natural Gas

The District intends to have Teco Peoples Gas install the natural gas system and throughout the community.

5. Electrical and Street Lighting

The District intends to have Clay Electric Cooperative, Inc. install the electric system and street lighting throughout the community. Cost are inclusive of conduit and transformer pads. Possible offsite electrical relocation may be needed, estimated cost are included.

All water and sewer design and construction will meet the requirements of Clay County Utility Department (CCUD). These facilities will be owned, operated, and maintained by CCUD after construction and dedication by the District. CCUD has issued a Water and Sewer Availability Letter which confirms service availability for the Development. In addition, CCUD has approved the construction plans and the CCUA water and sewer permits for the infrastructure are in hand, the CCUA offsite water and sewer permits are forthcoming. The cost for these capacity charges is not included in this Report.

D. Landscaping / Entranceway

The District intends to finance, design, construct and/or acquire certain landscaping and entry features within its boundaries. These improvements are to include roadway streetscape tree planting, irrigation, signage, fencing and entranceway features ancillary to the roadway improvements, and in common areas. These facilities will be owned, operated, and maintained by the District.

E. Recreation Facilities

The District presently intends to finance, design, construct and/or acquire certain recreation facilities within its boundaries. The recreation facilities may include, but are not limited to, a pool with bathhouse, parking lot, tot lot, sport courts and/or fields. These facilities will be owned, operated, and maintained by the District.

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 1

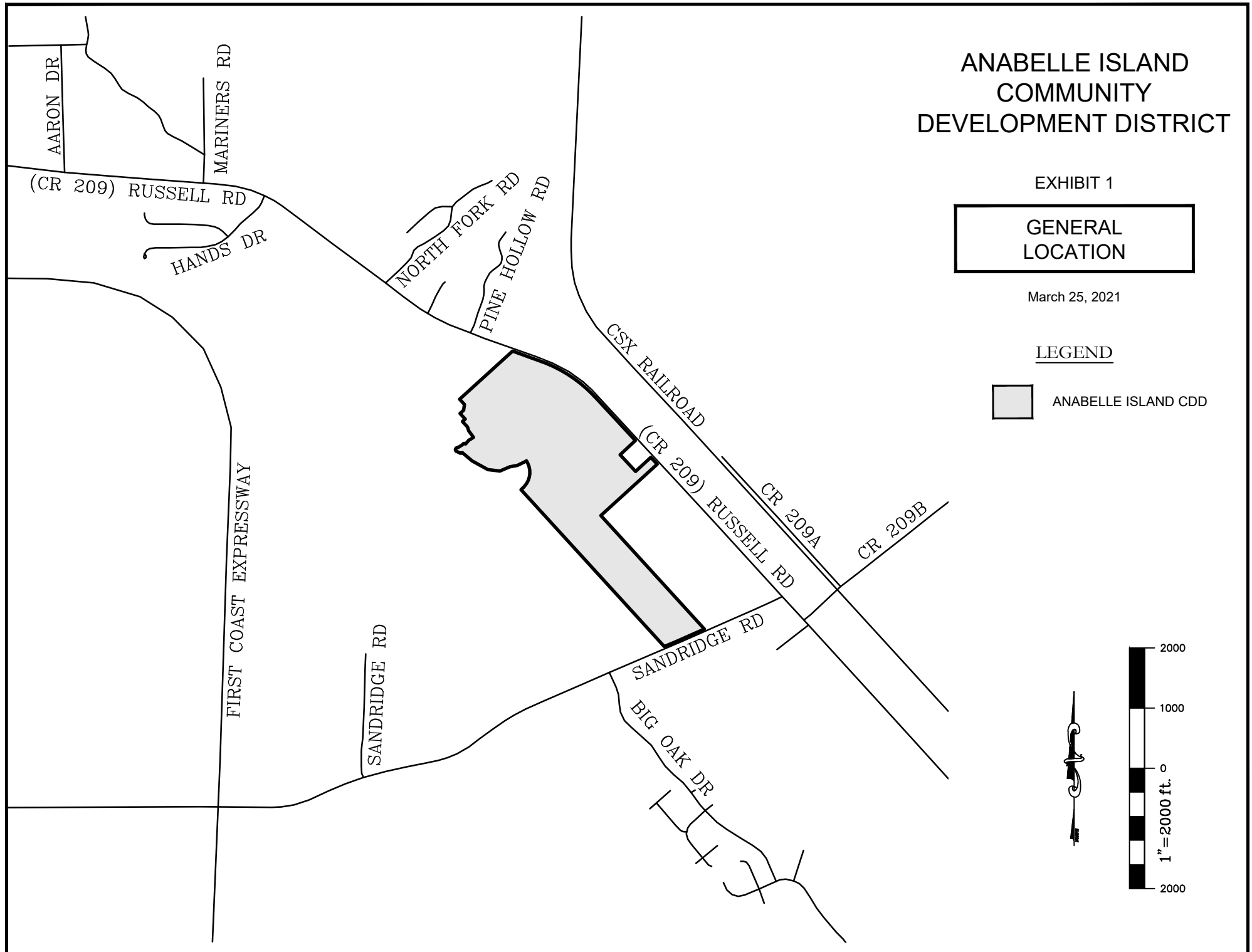
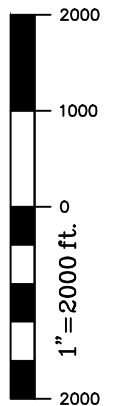
GENERAL LOCATION

March 25, 2021

LEGEND



ANABELLE ISLAND CDD



ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2A

CDD LEGAL DESCRIPTION

March 25, 2021

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°38'56" 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, 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 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°06'37" EAST, 200.11 FEET; THENCE NORTH 65°52'43" EAST, 177.12 FEET; THENCE NORTH 80°28'16" 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 3529.87 FEET TO THE POINT OF BEGINNING.

CONTAINING: 164.13 ACRES, MORE OR LESS.

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2B

CDD LEGAL MAP

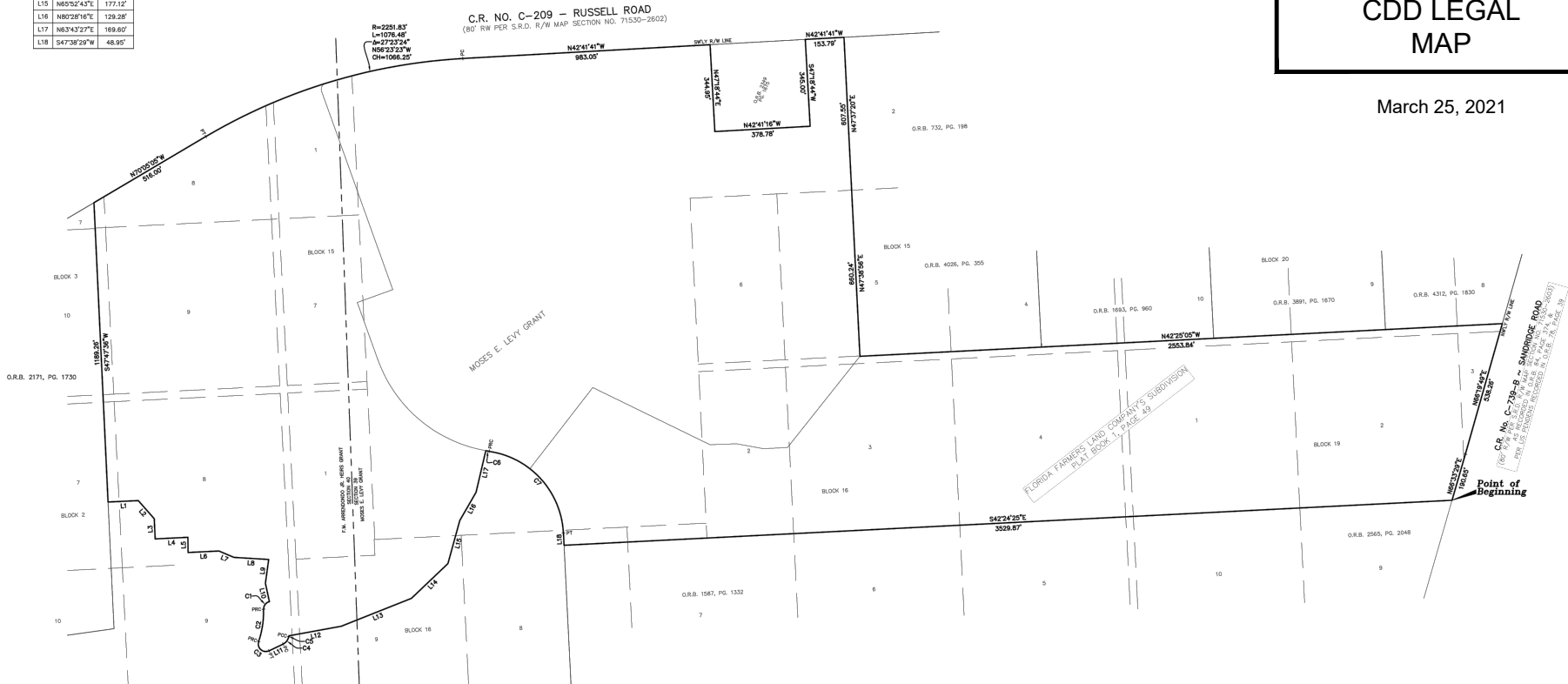
March 25, 2021

LINE	BEARING	DISTANCE
L1	S42°12'24"E	120.06'
L2	S09°08'00"W	96.05'
L3	S47°47'36"W	80.00'
L4	S42°12'24"E	130.00'
L5	S49°53'12"W	60.04'
L6	S42°12'24"E	122.40'
L7	S16°38'36"E	64.79'
L8	S36°01'07"E	136.50'
L9	S58°28'04"W	95.24'
L10	S38°14'29"W	74.40'
L11	S65°12'08"E	62.20'
L12	S48°51'34"E	211.28'
L13	S61°12'10"E	299.88'
L14	S83°06'37"E	200.11'
L15	N65°02'43"E	177.12'
L16	N80°28'16"E	129.28'
L17	N63°43'27"E	169.60'
L18	S47°38'29"W	48.95'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	30.00'	41.14'	78°34'52"	S87°43'32"W	38.00'
C2	348.87'	130.61'	21°27'00"	S59°09'37"W	128.85'
C3	30.00'	70.73'	135°05'04"	S02°20'24"W	55.45'
C4	40.00'	37.37'	53°31'58"	N88°01'54"E	36.03'
C5	545.00'	4.18'	0°26'21"	N81°02'45"E	4.18'
C6	555.00'	13.96'	1°26'28"	S30°28'52"E	13.95'
C7	345.00'	474.54'	78°48'35"	S08°14'12"W	438.01'



GRAPHIC SCALE
0 100 200
(IN FEET)
1" = 200'



GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE SW1/4 R/W LINE OF C.R. NO. C-209 - RUSSELL ROAD AS N42°41'41"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983/1990 ADJUSTMENT.)
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
- THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- THE DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

LEGEND

- Δ = DELTA
- B = BOUNDARY
- CH = CHORD
- PC(S) = POINT(S) OF CURVATURE
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY

ANABELLE ISLAND
PHASES 1A, 1B & 2

REVISION	DATE	DRAWN	BOOK	ORDER NO.	REASON FOR REVISION

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE CLIENTS. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CLARY & ASSOCIATES, P.A.

CLARY & ASSOCIATES, P.A.
3005 GOSWORTHY POINT ROAD
BOCA RATON, FLORIDA 33433
(561) 995-2700
WWW.CLARYANDASSOCIATES.COM

PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 67788
FILE NO. SF-3488

FILE NO. SF-3488

JOB No. 2020-789

DRAFTING: MJC

CAD FILE: 2020-789.DWG

CHECKED BY:

DATE: 12-2-20

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°38'56" 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, 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 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°06'37" EAST, 200.11 FEET; THENCE NORTH 65°52'43" EAST, 177.12 FEET; THENCE NORTH 80°28'16" 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 3529.87 FEET TO THE POINT OF BEGINNING.

CONTAINING: 164.13 ACRES, MORE OR LESS.

EXHIBIT 3
LIST OF PERMITS

EXHIBIT 3

LIST OF PERMITS

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT (AICDD)

JANUARY, 2022

The applicable permits for the Development include a St. Johns River Water Management District Environmental Resource Permit, US Army Corps of Engineers Dredge and Fill Permit, Clay County Development Review approval, Clay County Utility Authority Water Distribution Permit, Clay County Utility Authority Wastewater Collection Permit, and FEMA CLOMR followed up with a LOMR. The SJRWMD Permit, Clay County Utility Authority water and sewer permits, Army Corps permit, and Clay County Development Review approvals have all been issued and construction is currently underway. The SJRWMD Permit is currently being split between the prior landowner and KB Home.

Permit Status:

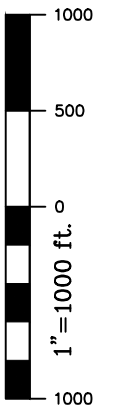
- St. Johns River Water Management District Permit No. 96117-7 (for all site horizontal improvements, plus dredge and fill operations in District jurisdictional wetlands) was issued 5/6/2020 and expires 5/6/2025. The entire permit was transferred into KB Home Jacksonville LLC's name under Permit No. 96117-8, expiration date is 5/6/2025. All of the required mitigation has been completed. The permit is currently being split between KB Home and the land owner of the remaining property, approval is anticipated Jan, 2022.
- U.S. Army Corps of Engineers "Nation Wide" Permit No. SAJ-2007-2685 (for dredge and fill work in Corps of Engineers jurisdictional wetlands) was issued 5/4/2009 and expired 5/04/2019. The permit was transferred to KB Home Jacksonville LLC, modified, and extended. The new expiration date is May 4, 2022 All of the required mitigation has been completed.
- Clay County Development Review approval (plans) under SP-2019000022 was issued 11/5/2020 and expires 11/5/2025.
- Clay County Utility Authority Water Distribution System (On Site)– was issued on 9/8/2021 expires 9/8/2023
- Clay County Utility Authority Sewage Collection/Transmission System Permit (On-Site) – was issued on 9/8/2021 expires 9/8/2023
- Clay County Utility Authority Water Distribution System (Off Site)– Forthcoming
- Clay County Utility Authority Sewage Collection/Transmission System Permit (Off-Site) – Forthcoming
- FEMA Conditional Letter of Map Revision (CLOMR) – Forthcoming, Anticipated submittal Jan. 2022, conditional approval 9/1/2022.



ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5A

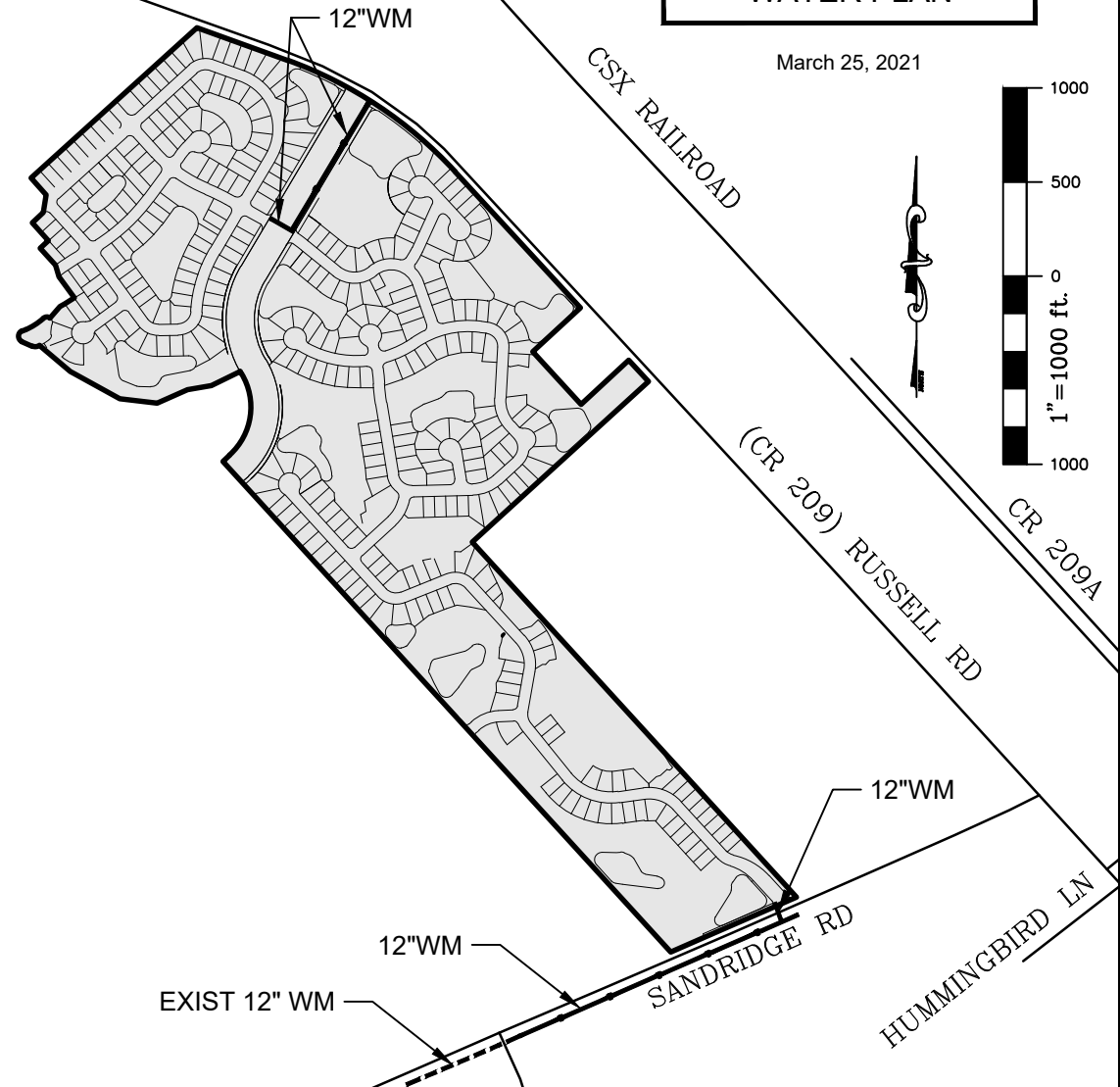
MASTER WATER PLAN

March 25, 2021



-  EXISTING WATER MAINS
-  PROPOSED WATER MAINS

NOTE: EXACT SIZE AND LOCATION OF WATER MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.



FIRST COAST EXPRESSWAY

NORTH FORK RD

PINE HOLLOW RD

CSX RAILROAD

(CR 209) RUSSELL RD

CR 209A

SANDRIDGE RD

HUMMINGBIRD LN

EXIST 12" WM

12"WM

12"WM

12"WM

HANDS DR

NORTH FORK RD

PINE HOLLOW RD

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5B

MASTER REUSE PLAN

March 25, 2021



CSX RAILROAD

(CR 209) RUSSELL RD

CR 209A

12"RM

HUMMINGBIRD LN

SANDRIDGE RD

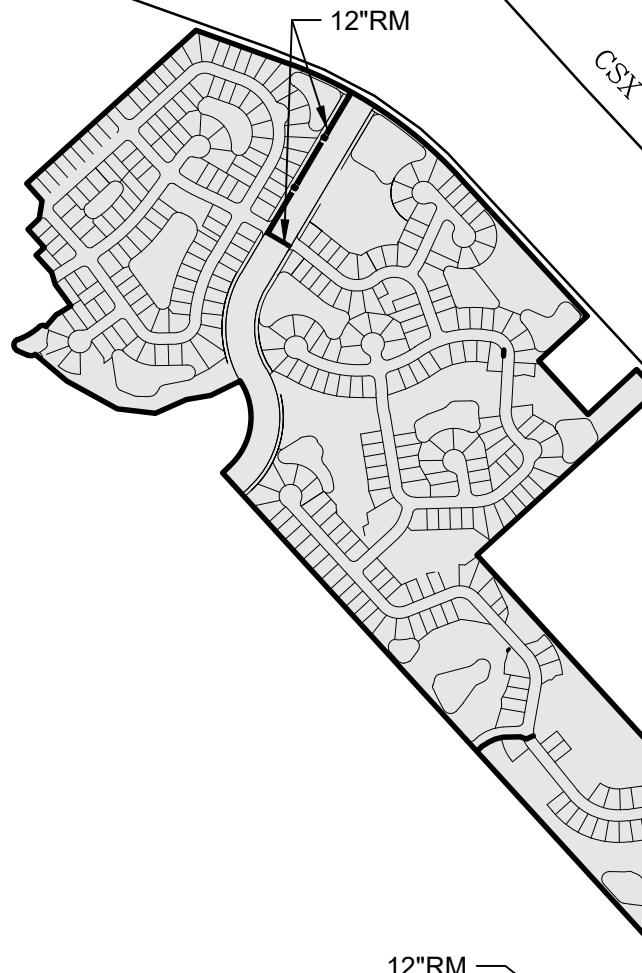
12"RM

EXIST 12" RM

FIRST COAST EXPRESSWAY

- EXISTING REUSE MAINS
- - - PROPOSED REUSE MAINS

NOTE: EXACT SIZE AND LOCATION OF REUSE MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.



HANDS DR

NORTH FORK RD

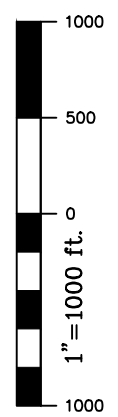
PINE HOLLOW RD

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5C

MASTER SEWER PLAN

March 25, 2021



CSX RAILROAD

(CR 209) RUSSELL RD

CR 209A

10"FM

HUMMINGBIRD LN

SANDRIDGE RD

12"FM

EXIST 12" FM

8"FM

FIRST COAST EXPRESSWAY

FM	FORCE MAIN
	EXISTING FORCE MAINS
	PROPOSED FORCE MAINS

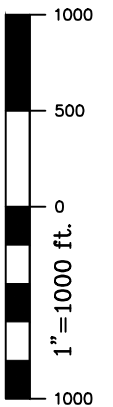
NOTE: EXACT SIZE AND LOCATION OF SEWER MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5D

MASTER DRAINAGE PLAN

March 25, 2021



NORTH FORK RD

PINE HOLLOW RD

CSX RAILROAD

(CR 209) RUSSELL RD

CR 209A

SANDRIDGE RD

HUMMINGBIRD LN

HANDS DR

FIRST COAST EXPRESSWAY

PROPOSED STORM DRAINAGE PIPES
STORMWATER POND

NOTE: EXACT SIZE AND LOCATION OF STORM
MAINS WILL BE DETERMINED AT TIME OF FINAL
ENGINEERING DESIGN. RESIDENTIAL SITE PLANS
ARE PRELIMINARY AND SUBJECT TO CHANGE.

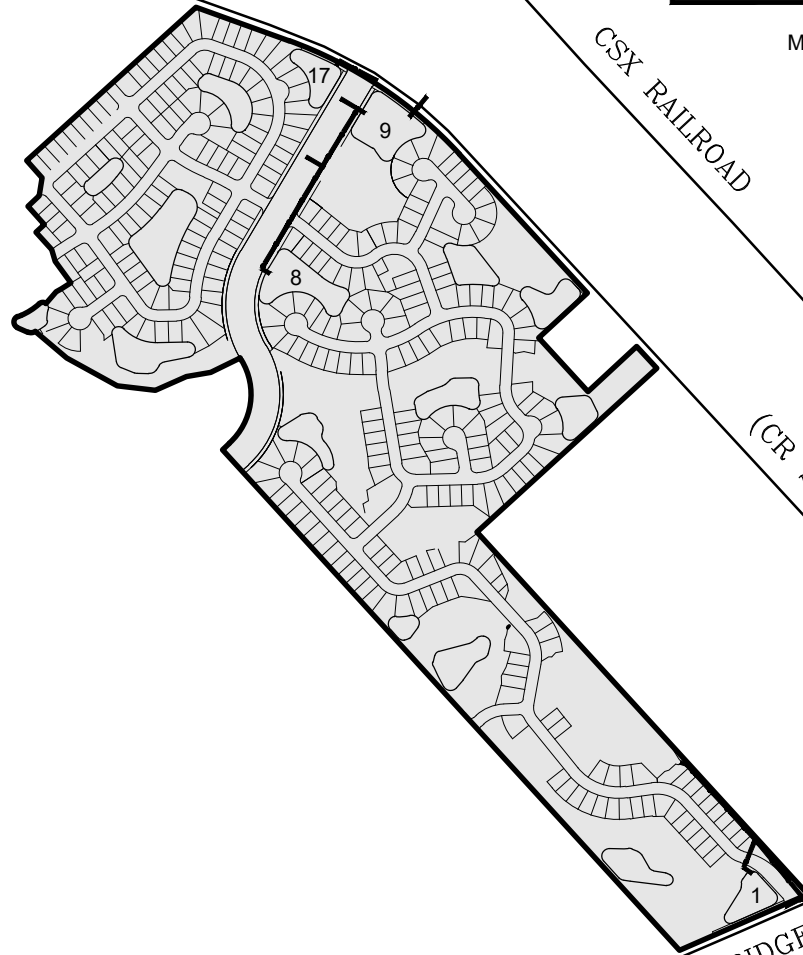


EXHIBIT 6
PROPOSED DISTRICT FACILITIES
AND SERVICES

EXHIBIT 6

DISTRICT FACILITIES AND SERVICES

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT (AICDD)

FEBRUARY 12, 2021

Description of Facility	Ownership	Maintenance Responsibility
Sandridge Offsite Utility Extensions	CCUA	CCUA
Russell Road Improvements	Clay County	Clay County
Block Island Parkway	Clay County	Clay County
Amenity Center	CDD	CDD
Entry Monuments and Landscape Stormwater Ponds/Control Structures	CDD	CDD

Notes:

CCUA – Clay County Utility Authority

CDD – Community Development District

*As set forth in the petition, improvements are assumed to be made, acquired, constructed and/or installed from January 2021 through January 2031

EXHIBIT 7
SUMMARY OF COST OPINIONS

EXHIBIT 7
ESTIMATED COST SUMMARY

EXHIBIT "7"

ESTIMATED COST SUMMARY ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

COST ESTIMATE SHEET ANABELLA ISLAND COMMUNITY DEVELOPMENT DISTRICT

INFRASTRUCTURE COSTS	Estimated Construction Costs
1. Clearing and Earthwork	\$9,502,000.00
2. Stormwater Systems	\$2,242,000.00
3. Water and Sewer Utilities ¹	\$4,416,000.00
4. Roadway Improvements	\$2,150,000.00
5. Recreational Improvements ²	\$1,865,000.00
6. Offsite Improvements	\$929,000.00
7. Entry Signage, Landscaping, Berm, Fencing, Fountains	\$600,000.00
8. Electric and Street Lighting ⁴	\$310,000.00
9. Engineering, Surveying, Planning, CEI	\$2,201,400.00
TOTAL COSTS	\$24,215,400.00

1. Includes all Water, Sewer, Force Main, and Sewage Pump Stations.
2. These estimates contemplate the exercise of special powers pursuant to Sections 190.012(2)(a), Florida Statutes. Improvements include an amenity center and pocket parks.
3. Represents anticipated annual outlay of costs based on anticipated construction timeline from 2021 to 2022.
4. Includes only the cost of installation of conduit and other electrical systems.

Note: This exhibit identifies the current intentions of the District and is subject to change based upon various factors such as future development plans or market conditions. The infrastructure costs include only public improvements and exclude private/lot improvements.

All estimates are 2021 dollars. Recreation cost estimate is based on historical bids for similar work. All other estimated costs are based on existing contracts.

EXHIBIT 8
OWNERSHIP/MAINTENANCE OBLIGATIONS

EXHIBIT 8

OWNERSHIP/MAINTENANCE OBLIGATIONS

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT (AICDD)

MARCH 31, 2021

Description of Facility	Ownership	Maintenance Responsibility
Sandridge Offsite Utility Extensions	CCUA	CCUA
Russell Road Improvements	Clay County	Clay County
Block Island Parkway	CDD	CDD
Amenity Center	CDD	CDD
Entry Monuments and Landscape	CDD	CDD

Notes:

CCUA – Clay County Utility Authority

CDD – Community Development

*As set forth in the petition, improvements are assumed to be made, acquired, constructed and/or installed from January 2021 through January 2031

EXHIBIT B
Supplemental Assessment Report

[attached beginning at following page]

Anabelle Island Community Development District

**Supplemental Special Assessment Methodology Report for
the Series 2022 Special Assessment Revenue Bonds – Final
Numbers**

February 8, 2022

Prepared by

Governmental Management Services, LLC

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Appendix A Assessment Area - Legal description

1.0 Introduction

1.1 Executive Summary

1.1.1 The District

The Anabelle Island Community Development District ("Anabelle Island CDD" or "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes. The District resides within the unincorporated area of Clay County and covers approximately 164.13 acres. The District is planned for 369 single family homes.

1.1.2 Assessment Area

Prior to platting, the Series 2022 Assessments (hereinafter defined) will initially be levied on an equal acreage basis over all 164.13 acres as identified in **Exhibit A** attached hereto. As lands are platted, the first platted lots will be assigned debt and related assessments based upon the front footage of each lot in accordance with **Table 1**. The Series 2022 Bonds (hereinafter defined) will ultimately be secured by Series 2022 Assessments levied against the planned 369 single-family units.

The debt incurred by the District to fund the Improvements is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, based on each of the equivalent residential unit ("ERU") categories. For the purpose of determining the special benefit accruing to the lands within the District, the proposed improvement costs have been allocated based on each lot's ERU factor. The proposed public infrastructure improvement costs have been allocated to each individual lot on an equal basis as such each lot has an ERU factor of 1.0. This is consistent with the Master Assessment Methodology report dated April 15, 2021.

1.2 Special Benefits and General Benefits

Improvements undertaken by the District as described in the Anabelle Island Community Development District Master Engineer's Report, dated January 6, 2022 (Master Engineers Report" and the project therein, the "CIP") create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District's borders as well as general benefits to the public at large.

As described in the Master Engineers Report and the improvements described therein, the construction costs for the improvements comprising the CIP are anticipated to total \$24,215,400.

The CIP consists of roadway improvements, stormwater management facilities, utility improvements, hardscape including entry features/signage, landscaping improvements, street lighting and recreation improvements.

1.3 Requirements of a Valid Assessment Methodology

Under Florida law, in order to be valid, special assessments must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessment methodologies that meet these two characteristics of special assessments.

The Series 2022 Assessments described herein satisfy both requirements of valid special assessments

2.0 The Series 2022 Special Assessment Revenue Bonds

2.1 Development Plan - Overview

The developer of the property within the District has defined the proposed lot sizes for the property. The land uses associated with the Series 2022 Bonds are described in **Table 1** (Appendix)

("Development Plan"). The Development Plan may change dependent upon future market conditions. The assessments securing the Series 2022 Bonds will be levied on the lands planned to be developed into 369 single-family units within the District and are referred to herein as the "Series 2022 Assessments".

2.2 Bond Description

The District is issuing its Special Assessment Revenue Bonds, Series 2022 (as herein described, the "Series 2022 Bonds"). The Series 2022 Bonds will be issued with a thirty-year term. The Series 2022 Bonds have a par amount of \$6,190,000 with an average coupon interest rate of 3.79%. See bond terms on **Table 2**.

3.0 Assessment Allocation

3.1 Structure

The Series 2022 Assessments will initially be allocated to the 164.13 acres within the District and are ultimately expected to be allocated to the planned 369 single-family units. The total costs for the CIP are estimated at \$24,215,400. Proceeds of the Series 2022 Bonds will be utilized to acquire and/or construct a portion of the CIP in the amount of \$5,720,309.

3.2 Assessment Allocation

Based upon the CIP, the District's assessment consultant and underwriter determined the amount of bonds required to fund a portion of the 2022 Project.

Assessments securing the Series 2022 Bonds will be levied on 164.13 acres within the District and will be allocated assessments based on their ERU factors as described herein. As land continues to be developed and platted, the Series 2022 Assessments will be allocated on a first platted basis to developed and platted lots with an identifiable folio number. The Series 2022 Bonds are expected to be allocated to, and fully absorbed by all 369 single family lots planned within the District. See **Table 3** for the anticipated allocations.

4.0 True – Up Mechanism

In order to ensure that the District's debt will not build up on undeveloped and unplatted acres, and to ensure that the requirements for the non-ad valorem assessments to be constitutionally lienable on the property will continue to be met, the District shall implement the true-up mechanism set forth in this section.

To ensure that there will always be sufficient development potential in the undivided property to assure payment of debt service after plat approval, the par debt per acre remaining on the unplatted or unassigned land within the District will never allowed to increase above its maximum per acre level identified herein.

The Series 2022 Bonds are estimated to be issued at a par amount of \$6,190,000, which will be secured by the 2022 Assessments initially levied on all 164.13 acres in the District, but which are expected to be ultimately allocated to the planned 369 single family lots as described in **Table 1**. The maximum debt per acre is, therefore, \$37,714 for the Series 2022 Bonds. Therefore, at the time of platting, if only a portion of the District lands are platted, then the remaining unplatted developable acres within the District cannot exceed a per acre debt of \$37,714. If the remaining developable acres have debt in excess of \$37,714 per acre, a true-up payment will be due upon platting approval. If the entire parcel is platted and the assignment of debt to the platted lots is not sufficient to absorb the total debt, a true-up payment will be due upon platting approval.

5.0 Assessment Roll

An assessment roll on **Table 4** reflects the allocation of Series 2022 Assessments securing repayment of the Series 2022 Bonds is attached hereto showing all lands subject to the Series 2022 Assessments, including the lands to be developed into the anticipated 369 single-family lots.

6.0 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Bonds, please refer to the Master Trust Indenture and or the Second Supplemental Trust Indenture.

<p align="center">Table 1 Anabelle Island Community Development District Development Program Series 2022 Bonds</p>

<u>Land Use</u>	<u>Units</u>	<u>ERU / lot</u>	<u>TOTAL ERU's</u>
Product Type			
40' lot	75	1	75
50' lot	294	1	294
Sub Total	<u>369</u>		<u>369</u>

Prepared By: Governmental Management Services, LLC

<p align="center">Table 2</p> <p align="center">Anabelle Island Community Development District</p> <p align="center">Series 2022 Bonds - Estimated Sources and Uses of Funds</p>

Sources:

2022

Bond Proceeds - Par Amount	\$6,190,000
Premium	\$127,959

Total Sources of Funds

\$6,317,959

Uses:

Construction Funds	\$5,720,309
Debt Service Reserve Fund - 1/2 MADS	\$173,408
Interest Reserve	\$161,392
Cost of Issuance	\$262,850

Total Uses of Funds

\$6,317,959

Estimated Average Coupon Interest Rate	3.79%
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Term	30 years
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CAP period (thru 11/1/22)	9 months
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Debt Service Reserve Fund	1/2 MADS
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Prepared By: Governmental Management Services, LLC

<p align="center">Table 3 Anabelle Island Community Development District Par Debt and Debt Service Allocations Series 2022 Special Assessment Revenue Bonds</p>
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Land Use		Par	Total	2022 Bond	2022 Bond	2022 Bond
		Debt per Unit	Par Debt	Net per Unit	Total	Gross per Unit
Residential:	No. of Units	<u>2022 Bond</u>	<u>2022 Bond</u>	<u>Debt Service</u>	<u>Annual Net Debt Service</u>	<u>Annual Debt Service (1)</u>
40' lot	75	\$16,775	\$1,258,130	\$940	\$70,491	\$1,000
50' lot	294	\$16,775	\$4,931,870	\$940	\$276,324	\$1,000
Total	<u>369</u>		<u>\$6,190,000</u>		<u>\$346,815</u>	

(1) Include 4% provision for early payment discount and 2% collection costs for Clay County.

(2) Par debt and assessments for possible changes in developmentb plan units.

Prepared By: Governmental Management Services, LLC

Table 4
Anabelle Island Community Development District
Assessment Roll Series 2022 Special Assessment Revenue Bonds

			Annual Assessments				
Account #	Product Type	Asmnt Units	2022 Gross Asmnt Per Unit (1)	2022 Net Asmnt Per Unit	2022 Total Net Assessments	2022 Bond Debt Per Unit	Total 2021 Bond Debt
	40'-49' lot	75	\$1,000	\$940	\$70,491	\$16,775	\$1,258,130
	50'-59' lot	294	\$1,000	\$940	\$276,324	\$16,775	\$4,931,870
	Total	<u>369</u>			<u>\$346,815</u>		<u>\$6,190,000</u>

(1) Gross assessment per unit includes 4% for early payment discount and 2% for Clay County collection costs.

(2) See Exhibit a for legal description of lands securing the 2022 Bonds.

Prepared By: Governmental Management Services, LLC

Appendix A

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2A

CDD LEGAL
DESCRIPTION

February 1, 2021

A PORTION OF BLOCKS 2, 3, 15, 16 AND 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 40, 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 VAGATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1633, PAGE 1483, OF SAID PUBLIC RECORDS), AND A PORTION OF THE MOSES E. LEVY GRANT, SECTION 29, 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 SARDORGE 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 100.85 FEET; THENCE NORTH 66°19'49" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 539.26 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 381, PAGE 1670, OFFICIAL RECORDS BOOK 1683, PAGE 880 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°58'56" 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 132, 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, 153.70 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2340, 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°41'10" WEST, ALONG LAST SAID LINE, 578.78 FEET TO THE NORTHWESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 2340, 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, 963.05 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 2256.63 FEET, AN ARC DISTANCE OF 1076.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°21'23" 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 1750 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°05'00" WEST, 95.04 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, 80.04 FEET; THENCE SOUTH 42°12'24" EAST, 122.40 FEET; THENCE SOUTH 16°36'35" EAST, 64.78 FEET; THENCE SOUTH 34°01'07" EAST, 138.50 FEET; THENCE SOUTH 56°28'04" WEST, 85.24 FEET; THENCE SOUTH 35°14'28" 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 0.14 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 69°01'54" EAST, 36.00 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 4.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°02'45" EAST, 4.16 FEET; THENCE SOUTH 49°51'54" EAST, 211.28 FEET; THENCE SOUTH 61°12'10" EAST, 259.68 FEET; THENCE SOUTH 83°06'37" EAST, 200.11 FEET; THENCE NORTH 65°52'43" EAST, 177.12 FEET; THENCE NORTH 80°38'16" EAST, 129.28 FEET; THENCE NORTH 83°43'27" EAST, 168.60 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 13.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°26'52" EAST, 13.93 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°36'29" 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 184.13 ACRES, MORE OR LESS.

EXHIBIT C
Maturities and Coupon of Series 2022 Bonds

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2027	655,000.00	99.900	2.700%	3.286	314.40
Term Bond due 2032	750,000.00	100.000	3.100%	8.292	652.50
Term Bond due 2042	1,945,000.00	101.026	3.500%	16.009	1,672.70
Term Bond due 2052	2,840,000.00	103.826	4.000%	26.060	2,470.80
	6,190,000.00			18.339	5,110.40

BOND PRICING

Anabelle Community Development District
(Cl原因 County, Florida)
Special Assessment Revenue Bonds, Series 2022
Pricing Date: January 20, 2022
FINAL PRICING NUMBERS

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Term Bond due 2027:										
	05/01/2023		125,000	2.700%	2.720%	99.900				-125.00
	05/01/2024		125,000	2.700%	2.720%	99.900				-125.00
	05/01/2025		130,000	2.700%	2.720%	99.900				-130.00
	05/01/2026		135,000	2.700%	2.720%	99.900				-135.00
	05/01/2027	032355 AA7	140,000	2.700%	2.720%	99.900				-140.00
			655,000							-655.00
Term Bond due 2032:										
	05/01/2028		140,000	3.100%	3.100%	100.000				
	05/01/2029		145,000	3.100%	3.100%	100.000				
	05/01/2030		150,000	3.100%	3.100%	100.000				
	05/01/2031		155,000	3.100%	3.100%	100.000				
	05/01/2032	032355 AB5	160,000	3.100%	3.100%	100.000				
			750,000							
Term Bond due 2042:										
	05/01/2033		165,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	1,692.90
	05/01/2034		170,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	1,744.20
	05/01/2035		180,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	1,846.80
	05/01/2036		185,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	1,898.10
	05/01/2037		190,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	1,949.40
	05/01/2038		195,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	2,000.70
	05/01/2039		205,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	2,103.30
	05/01/2040		210,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	2,154.60
	05/01/2041		220,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	2,257.20
	05/01/2042	032355 AC3	225,000	3.500%	3.380%	101.026 C	3.429%	05/01/2032	100.000	2,308.50
			1,945,000							19,955.70
Term Bond due 2052:										
	05/01/2043		235,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	8,991.10
	05/01/2044		245,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	9,373.70
	05/01/2045		255,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	9,756.30
	05/01/2046		265,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	10,138.90
	05/01/2047		275,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	10,521.50

BOND PRICING

Anabelle Community Development District
(Clay County, Florida)
Special Assessment Revenue Bonds, Series 2022
Pricing Date: January 20, 2022
FINAL PRICING NUMBERS

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Term Bond due 2052:										
	05/01/2048		290,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	11,095.40
	05/01/2049		300,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	11,478.00
	05/01/2050		310,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	11,860.60
	05/01/2051		325,000	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	12,434.50
	05/01/2052	032355 AD1	<u>340,000</u>	4.000%	3.550%	103.826 C	3.786%	05/01/2032	100.000	<u>13,008.40</u>
			2,840,000							108,658.40
			6,190,000							127,959.10

Dated Date	02/10/2022	
Delivery Date	02/10/2022	
First Coupon	05/01/2022	
Par Amount	6,190,000.00	
Premium	<u>127,959.10</u>	
Production	6,317,959.10	102.067191%
Underwriter's Discount	<u>-87,900.00</u>	-1.420032%
Purchase Price	6,230,059.10	100.647158%
Accrued Interest	<u></u>	
Net Proceeds	6,230,059.10	

EXHIBIT D
Sources and Uses of Funds for Series 2022 Bonds

BOND SUMMARY STATISTICS

Anabelle Community Development District
(Clay County, Florida)
Special Assessment Revenue Bonds, Series 2022
Pricing Date: January 20, 2022
FINAL PRICING NUMBERS

Dated Date	02/10/2022
Delivery Date	02/10/2022
Last Maturity	05/01/2052
Arbitrage Yield	3.421416%
True Interest Cost (TIC)	3.704332%
Net Interest Cost (NIC)	3.753610%
All-In TIC	3.931945%
Average Coupon	3.788898%
Average Life (years)	18.339
Weighted Average Maturity (years)	18.466
Duration of Issue (years)	12.833
Par Amount	6,190,000.00
Bond Proceeds	6,317,959.10
Total Interest	4,301,072.25
Net Interest	4,261,013.15
Total Debt Service	10,491,072.25
Maximum Annual Debt Service	346,815.00
Average Annual Debt Service	347,099.16
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	14.200323
Total Underwriter's Discount	14.200323
Bid Price	100.647158

EXHIBIT E
Annual Debt Service Payment Due on Series 2022 Bonds

BOND DEBT SERVICE

Anabelle Community Development District
(Clay County, Florida)
Special Assessment Revenue Bonds, Series 2022
Pricing Date: January 20, 2022
FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
02/10/2022						6,190,000	6,190,000
05/01/2022			50,087.25	50,087.25		6,190,000	6,190,000
11/01/2022			111,305.00	111,305.00	161,392.25	6,190,000	6,190,000
05/01/2023	125,000	2.700%	111,305.00	236,305.00		6,065,000	6,065,000
11/01/2023			109,617.50	109,617.50	345,922.50	6,065,000	6,065,000
05/01/2024	125,000	2.700%	109,617.50	234,617.50		5,940,000	5,940,000
11/01/2024			107,930.00	107,930.00	342,547.50	5,940,000	5,940,000
05/01/2025	130,000	2.700%	107,930.00	237,930.00		5,810,000	5,810,000
11/01/2025			106,175.00	106,175.00	344,105.00	5,810,000	5,810,000
05/01/2026	135,000	2.700%	106,175.00	241,175.00		5,675,000	5,675,000
11/01/2026			104,352.50	104,352.50	345,527.50	5,675,000	5,675,000
05/01/2027	140,000	2.700%	104,352.50	244,352.50		5,535,000	5,535,000
11/01/2027			102,462.50	102,462.50	346,815.00	5,535,000	5,535,000
05/01/2028	140,000	3.100%	102,462.50	242,462.50		5,395,000	5,395,000
11/01/2028			100,292.50	100,292.50	342,755.00	5,395,000	5,395,000
05/01/2029	145,000	3.100%	100,292.50	245,292.50		5,250,000	5,250,000
11/01/2029			98,045.00	98,045.00	343,337.50	5,250,000	5,250,000
05/01/2030	150,000	3.100%	98,045.00	248,045.00		5,100,000	5,100,000
11/01/2030			95,720.00	95,720.00	343,765.00	5,100,000	5,100,000
05/01/2031	155,000	3.100%	95,720.00	250,720.00		4,945,000	4,945,000
11/01/2031			93,317.50	93,317.50	344,037.50	4,945,000	4,945,000
05/01/2032	160,000	3.100%	93,317.50	253,317.50		4,785,000	4,785,000
11/01/2032			90,837.50	90,837.50	344,155.00	4,785,000	4,785,000
05/01/2033	165,000	3.500%	90,837.50	255,837.50		4,620,000	4,620,000
11/01/2033			87,950.00	87,950.00	343,787.50	4,620,000	4,620,000
05/01/2034	170,000	3.500%	87,950.00	257,950.00		4,450,000	4,450,000
11/01/2034			84,975.00	84,975.00	342,925.00	4,450,000	4,450,000
05/01/2035	180,000	3.500%	84,975.00	264,975.00		4,270,000	4,270,000
11/01/2035			81,825.00	81,825.00	346,800.00	4,270,000	4,270,000
05/01/2036	185,000	3.500%	81,825.00	266,825.00		4,085,000	4,085,000
11/01/2036			78,587.50	78,587.50	345,412.50	4,085,000	4,085,000
05/01/2037	190,000	3.500%	78,587.50	268,587.50		3,895,000	3,895,000
11/01/2037			75,262.50	75,262.50	343,850.00	3,895,000	3,895,000
05/01/2038	195,000	3.500%	75,262.50	270,262.50		3,700,000	3,700,000
11/01/2038			71,850.00	71,850.00	342,112.50	3,700,000	3,700,000
05/01/2039	205,000	3.500%	71,850.00	276,850.00		3,495,000	3,495,000
11/01/2039			68,262.50	68,262.50	345,112.50	3,495,000	3,495,000
05/01/2040	210,000	3.500%	68,262.50	278,262.50		3,285,000	3,285,000
11/01/2040			64,587.50	64,587.50	342,850.00	3,285,000	3,285,000
05/01/2041	220,000	3.500%	64,587.50	284,587.50		3,065,000	3,065,000
11/01/2041			60,737.50	60,737.50	345,325.00	3,065,000	3,065,000
05/01/2042	225,000	3.500%	60,737.50	285,737.50		2,840,000	2,840,000
11/01/2042			56,800.00	56,800.00	342,537.50	2,840,000	2,840,000
05/01/2043	235,000	4.000%	56,800.00	291,800.00		2,605,000	2,605,000
11/01/2043			52,100.00	52,100.00	343,900.00	2,605,000	2,605,000
05/01/2044	245,000	4.000%	52,100.00	297,100.00		2,360,000	2,360,000
11/01/2044			47,200.00	47,200.00	344,300.00	2,360,000	2,360,000
05/01/2045	255,000	4.000%	47,200.00	302,200.00		2,105,000	2,105,000
11/01/2045			42,100.00	42,100.00	344,300.00	2,105,000	2,105,000
05/01/2046	265,000	4.000%	42,100.00	307,100.00		1,840,000	1,840,000
11/01/2046			36,800.00	36,800.00	343,900.00	1,840,000	1,840,000
05/01/2047	275,000	4.000%	36,800.00	311,800.00		1,565,000	1,565,000

BOND DEBT SERVICE

Anabelle Community Development District
(Clay County, Florida)
Special Assessment Revenue Bonds, Series 2022
Pricing Date: January 20, 2022
FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
11/01/2047			31,300.00	31,300.00	343,100.00	1,565,000	1,565,000
05/01/2048	290,000	4.000%	31,300.00	321,300.00		1,275,000	1,275,000
11/01/2048			25,500.00	25,500.00	346,800.00	1,275,000	1,275,000
05/01/2049	300,000	4.000%	25,500.00	325,500.00		975,000	975,000
11/01/2049			19,500.00	19,500.00	345,000.00	975,000	975,000
05/01/2050	310,000	4.000%	19,500.00	329,500.00		665,000	665,000
11/01/2050			13,300.00	13,300.00	342,800.00	665,000	665,000
05/01/2051	325,000	4.000%	13,300.00	338,300.00		340,000	340,000
11/01/2051			6,800.00	6,800.00	345,100.00	340,000	340,000
05/01/2052	340,000	4.000%	6,800.00	346,800.00			
11/01/2052					346,800.00		
	6,190,000		4,301,072.25	10,491,072.25	10,491,072.25		

BOND DEBT SERVICE

Anabelle Community Development District
(Clay County, Florida)
Special Assessment Revenue Bonds, Series 2022
Pricing Date: January 20, 2022
FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
11/01/2022			161,392.25	161,392.25	6,190,000	6,190,000
11/01/2023	125,000	2.700%	220,922.50	345,922.50	6,065,000	6,065,000
11/01/2024	125,000	2.700%	217,547.50	342,547.50	5,940,000	5,940,000
11/01/2025	130,000	2.700%	214,105.00	344,105.00	5,810,000	5,810,000
11/01/2026	135,000	2.700%	210,527.50	345,527.50	5,675,000	5,675,000
11/01/2027	140,000	2.700%	206,815.00	346,815.00	5,535,000	5,535,000
11/01/2028	140,000	3.100%	202,755.00	342,755.00	5,395,000	5,395,000
11/01/2029	145,000	3.100%	198,337.50	343,337.50	5,250,000	5,250,000
11/01/2030	150,000	3.100%	193,765.00	343,765.00	5,100,000	5,100,000
11/01/2031	155,000	3.100%	189,037.50	344,037.50	4,945,000	4,945,000
11/01/2032	160,000	3.100%	184,155.00	344,155.00	4,785,000	4,785,000
11/01/2033	165,000	3.500%	178,787.50	343,787.50	4,620,000	4,620,000
11/01/2034	170,000	3.500%	172,925.00	342,925.00	4,450,000	4,450,000
11/01/2035	180,000	3.500%	166,800.00	346,800.00	4,270,000	4,270,000
11/01/2036	185,000	3.500%	160,412.50	345,412.50	4,085,000	4,085,000
11/01/2037	190,000	3.500%	153,850.00	343,850.00	3,895,000	3,895,000
11/01/2038	195,000	3.500%	147,112.50	342,112.50	3,700,000	3,700,000
11/01/2039	205,000	3.500%	140,112.50	345,112.50	3,495,000	3,495,000
11/01/2040	210,000	3.500%	132,850.00	342,850.00	3,285,000	3,285,000
11/01/2041	220,000	3.500%	125,325.00	345,325.00	3,065,000	3,065,000
11/01/2042	225,000	3.500%	117,537.50	342,537.50	2,840,000	2,840,000
11/01/2043	235,000	4.000%	108,900.00	343,900.00	2,605,000	2,605,000
11/01/2044	245,000	4.000%	99,300.00	344,300.00	2,360,000	2,360,000
11/01/2045	255,000	4.000%	89,300.00	344,300.00	2,105,000	2,105,000
11/01/2046	265,000	4.000%	78,900.00	343,900.00	1,840,000	1,840,000
11/01/2047	275,000	4.000%	68,100.00	343,100.00	1,565,000	1,565,000
11/01/2048	290,000	4.000%	56,800.00	346,800.00	1,275,000	1,275,000
11/01/2049	300,000	4.000%	45,000.00	345,000.00	975,000	975,000
11/01/2050	310,000	4.000%	32,800.00	342,800.00	665,000	665,000
11/01/2051	325,000	4.000%	20,100.00	345,100.00	340,000	340,000
11/01/2052	340,000	4.000%	6,800.00	346,800.00		
	6,190,000		4,301,072.25	10,491,072.25		

SEVENTH ORDER OF BUSINESS

[CORPORATE LETTERHEAD]

February __, 2022

Board of Supervisors
Anabelle Island Community Development District
c/o Governmental Management Services LLC – North Florida
475 West Town Place, Suite 114
St. Augustine, Florida 32092

RE: Acquisition of Work Product

Dear Sir or Madam:

KB Home Jacksonville, LLC (“Developer”) has completed and wishes to sell to the Anabelle Island Community Development District (“District”) certain work product, which is more particularly described in the Engineer’s Report (defined below) and in **Exhibit A** (the “Work Product”). The Developer wishes to convey the Work Product, which relates to improvements described in the District’s *Master Engineer’s Report*, dated March 31, 2021, (the “Engineer’s Report”), to the District in exchange for the payment of \$_____, representing the actual cost of producing the Work Product. Please have the funds made payable to KB Home Jacksonville, LLC.

Sincerely,

KB HOME JACKSONVILLE, LLC,
A Florida limited liability company

By: _____
Print Name: _____
Its: _____

Exhibit A – Description of Work Product

“EXHIBIT A”
Description of Work Product

Site Planning, Engineering, and Permitting Assistance
_____, Clay County, Florida
Project Number _____

KB Home Jacksonville, LLC, has caused to be completed in and for the Anabelle Island Community Development District, the following work product:

Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the infrastructure related to the Project located within the Anabelle Island Community Development District, Master Assessment Area, and further identified in the invoices below:

<u>Work Product</u>	<u>Contract Amount</u>	<u>Cost Code</u>
TOTAL	\$ _____	

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF CLAY

I, _____, of KB Home Jacksonville, LLC (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is _____, and I am _____ (title) of the Developer. have authority to make this affidavit on behalf of Developer.
3. The Developer is the developer of certain lands within Anabelle Island Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Master Engineer’s Report* dated March 31, 2021, among other applicable reports related to the District’s current and future bond series (together, “**Engineer’s Report**”) describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to those certain agreements (“**Agreement**”) described in **Exhibit A** hereto, Developer has expended funds to develop work product described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the work product completed to date and states the amounts that Developer has spent on the work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this _____ day of February, 2022.

AFFIANT

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was sworn and subscribed before me this _____ day of February 2022, by _____, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

Exhibit A

Identification of Work Product

Site Planning, Engineering, and Permitting Assistance

_____, Clay County, Florida

Project Number _____

KB Home Jacksonville, LLC, has caused to be completed in and for the Anabelle Island Community Development District, the following work product:

Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the infrastructure related to the Project located within the Anabelle Island Community Development District, Master Assessment Area, and further identified in the invoices below:

<u>Work Product</u>	<u>Contract Amount</u>	<u>Cost Code</u>
TOTAL	\$ _____	

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE PRODUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of February, 2022, by **DUNN & ASSOCIATES, INC.**, a Florida corporation, with a mailing address of 8647 Baypine Road, Suite 200, Jacksonville, FL 32256 (“Professional”), in favor of the **ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in Clay County, Florida, and having offices located at c/o Governmental Management Services, LLC – North Florida, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional engineering services in connection with the production of certain work product (the “Work Product”) for KB Home Jacksonville, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (“Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract with A.J. Johns for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

DUNN & ASSOCIATES, INC., a Florida
corporation

[print name]

By: David E. Taylor, P.E.
Its: Vice President

[print name]

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES

EXHIBIT B
Identification of Work Product

Site Planning, Engineering, and Permitting Assistance
_____, Clay County, Florida
Project Number _____

Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the infrastructure related to Project located within the Anabelle Island Community Development District, Master Assessment Area, and further identified in the invoices below:

<u>Work Product</u>	<u>Contract Amount</u>	<u>Cost Code</u>
TOTAL	\$ _____	

DISTRICT ENGINEER'S CERTIFICATE

February __, 2022

Board of Supervisors
Anabelle Island Community Development District

Re: Anabelle Island Community Development District (Clay County, Florida)
Acquisition of Work Product

Ladies and Gentlemen:

The undersigned, a representative of Dunn & Associates, Inc., ("**District Engineer**"), as District Engineer for Anabelle Island Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from KB Home Jacksonville, LLC ("**Developer**") of certain work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, and other documents.
2. The Work Product is within the scope of the District's capital improvement plan as set forth in the *Master Engineer's Report*, dated March 31, 2021, among other applicable reports related to the current and future bond series ("**Engineer's Report**"), and specially benefits property within the District as further described in the Engineer's Report.
3. There are no defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.

David E. Taylor, P.E.
Its: Vice President
Florida Registration No. _____
District Engineer

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ____ day of February, 2022, by David E. Taylor, P.E., Vice President of Dunn & Associates, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

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

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that KB Homes Jacksonville, LLC, a Florida limited liability company, (“**SELLER**”) for good and valuable consideration paid by Anabelle Island Community Development District, a unit of special purpose local government located in Clay County, Florida (“**BUYER**”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the BUYER, its successors, heirs, executors, administrators and assigns forever, the work product (“**WORK PRODUCT**”) identified in **Exhibit A** attached hereto and incorporated herein by reference, to have and to hold the same unto the BUYER, its executors, administrators and assigns forever.

SELLER hereby covenants with BUYER, its successors and assigns, that (i) SELLER is the lawful owner of the WORK PRODUCT, (ii) the WORK PRODUCT is free from all encumbrances, (iii) SELLER is unaware of any liens or encumbrances and covenants to timely address any such liens or encumbrances if and when filed, (iv) SELLER has good right to sell the WORK PRODUCT, and (v) the SELLER will warrant and defend the sale of the WORK PRODUCT hereby made unto the BUYER, its successors and assigns, against the lawful claims and demands of all persons whosoever.

SELLER represents that, without independent investigation, it has no knowledge of any defects in the WORK PRODUCT, and hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused any defects. SELLER further confirms that this Bill of Sale includes the conveyance to the BUYER of all right, title, interest, and benefit of SELLER, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, given heretofore and with respect to the creation of the WORK PRODUCT.

By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of BUYER’s limitations on liability provided in Section 768.28, *Florida Statutes*.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this ____ day of February 2022.

Signed, sealed and delivered by:

KB Home Jacksonville, LLC
A Florida limited liability company

By: _____

Its Manager

STATE OF FLORIDA)
)
COUNTY OF _____)

I HEREBY CERTIFY that on this ____ day of February, 2022, before me personally appeared _____, who acting on behalf of KB Home Jacksonville, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this ____ day of February, 2022.

(NOTARIAL SEAL)

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

Exhibit A – Description of Work Product

Exhibit A

Identification of Work Product

Site Planning, Engineering, and Permitting Assistance

_____, Clay County, Florida

Project Number _____

KB Home Jacksonville, LLC, has caused to be completed in and for the Anabelle Island Community Development District, the following work product:

Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, zoning approvals, entitlements, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the infrastructure related to the Project located within the Three Rivers Community Development District, Master Assessment Area, and further identified in the invoices below:

<u>Work Product</u>	<u>Contract Amount</u>	<u>Cost Code</u>
TOTAL	\$ _____	

EIGHTH ORDER OF BUSINESS

ASSIGNMENT OF CONSTRUCTION CONTRACT

DEVELOPER'S AFFIDAVIT AND AGREEMENT REGARDING ASSIGNMENT OF CONTRACT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned, personally appeared _____ of KB Home Jacksonville, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, _____ serve as _____ for the Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Anabelle Island Community Development District ("**District**") to accept an assignment of the Construction Agreement (defined below).
- (ii) The agreement between Developer and AJ Johns, Inc. ("**Contractor**"), dated January 12, 2021, including all change orders approved to date, and attached hereto as **Exhibit A**, was competitively bid prior to its execution ("**Construction Agreement**").
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Construction Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Construction Agreement.
- (iv) Developer has obtained a release from Contractor acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has _____ furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.
- (vi) Developer _____ represents and warrants that there are no outstanding liens or claims relating to the Construction Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, Florida Statutes, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.

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

Executed this ____ day of _____, 2022.

KB HOMES JACKSONVILLE, LLC, a Florida limited liability company

Witness

Print Name of Witness

By: _____

Name: _____

Title: _____

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

(Official Notary Signature & Seal)

Witness

Print Name of Witness

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

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

(Official Notary Signature & Seal)

CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE

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

- (i) The agreement ("**Construction Agreement**") between **KB Homes Jacksonville, LLC** and Contractor dated January 12, 2021, has been assigned to the Anabelle Island Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. ____ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. ____ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, Florida Statutes, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), Florida Statutes; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Construction Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of _____, 2022.

AJ JOHNS, INC.
A Florida Corporation

By: _____
Its: _____

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 _____ of AJ Johns, Inc., for and on behalf of the company, who ☐ is personally known to me or ☐ produced _____ as identification.

(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

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

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

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

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

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

5. INDEMNIFICATION.

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

persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder up to the amount of Three Million Dollars (\$3,000,000). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

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

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

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

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092 OR AT MGILES@GMSNF.COM.

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

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

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

District: 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
2016 Delta Blvd, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

a _____

Witness

By: _____
Its: _____

Print Name of Witness

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: _____

Print Name of Witness

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

EXHIBIT A

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

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

1. This sworn statement is submitted to Anabelle Island Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

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

Signature by authorized representative of Contractor

**STATE OF FLORIDA
COUNTY OF _____**

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

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT B

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

FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

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

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

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

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 2022.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

(Official Notary Signature & Seal)

Print Name: _____

Notary Public, State of Florida

EXHIBIT C

ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

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

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

CERTIFICATION

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

Dated this _____ day of _____, 2022.

Contractor: _____

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

**ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

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

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

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

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

Dated this _____ day of _____, 2022.

Contractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

(Official Notary Signature & Seal)

Print Name: _____

Notary Public, State of Florida

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

TENTH ORDER OF BUSINESS

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ANABELLE ISLAND COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the current members of the Board of Supervisors (the “Board”) were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Supervisors of the District.

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

SECTION 1.

(a) The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

Seat #1 Darren Gowens

Seat #3 Joseph Jenness

Seat #5 Rose Brock

(b) The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

Seat #2 Jim McDade

Seat #4 Derek Citino

SECTION 2. If any provision of this Resolution 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 8th day of February, 2022.

ATTEST:

**ANABELLE ISLAND COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chairperson/Vice Chairperson, Board of Supervisors

FIFTEENTH ORDER OF BUSINESS

Anabelle Island

Community Development District

Funding Request # 10

January 31, 2022

PAYEE		CAPITAL PROJECT FY22	GENERAL FUND FY22
1	Payroll Meeting Date 1/11/22		\$ 369.40
2	Governmental Management Services Inv # 12 - Management Fees - January 2022		\$ 4,071.19
3	Dunn & Associates, Inc. Inv #22-161 - Project work 2106-505-CDD	\$ 665.00	
		\$ 665.00	\$ 4,440.59
		TOTAL	\$ 5,105.59

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

ATTENDANCE SHEET

RECEIVED JAN 12 2022

District: Anabelle Island

Meeting Date: January 11, 2022

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

District Manager:

Marilyn S. La

PLEASE RETURN COMPLETED FORM TO OKSANA KUZMUK

Governmental Management Services, LLC

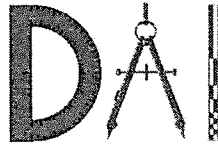
1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 12**Invoice Date:** 1/1/22**Due Date:** 1/1/22**Case:****P.O. Number:****Bill To:**

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

RECEIVED JAN 05 2022

Description	Hours/Qty	Rate	Amount
Management Fees - January 2022		3,750.00	3,750.00
Website Administration - January 2022		104.17	104.17
Information Technology - January 2022		150.00	150.00
Office Supplies		0.12	0.12
Postage		2.12	2.12
Copies		50.25	50.25
Telephone		14.53	14.53
Total			\$4,071.19
Payments/Credits			\$0.00
Balance Due			\$4,071.19



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS
8647 Baypine Road, Suite 200 Jacksonville, Florida 32256
Phone: (904) 363-8916 Fax: (904) 363-8917

Invoice

Bill To:

Anabelle Island Community Dev. Dist.
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: Oksana Kuzmuk

Invoice #: 22-161**Invoice Date:** 1/7/2022**Due Date:** 2/6/2022**Project:** 2106-505-CDD**P.O. Number:**

Anabelle Island CDD	Hours	Rate	Amount
Work description:			
Project work since 12/3/21 includes project discussions, virtual appearance at CDD meeting and updating Engineers Report.			
Senior Engineer (P.E.)	3.75	170.00	637.50
Clerical	0.5	55.00	27.50
RECEIVED JAN 11 2022			

Thank you for your business.

Dunn & Associates, Inc.

Vincent J. Dunn, P.E.
President

Total \$665.00**Payment/Credit** \$0.00**Balance Due** \$665.00