

Longleaf Pine Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone 407-723-5900; Fax 407-723-5901

The following is the Agenda for the meeting of the **Board of Supervisors** for the Longleaf Pine Community Development District, scheduled to be held **Thursday, May 19, 2022, at 11:00 a.m. at the Guy Harvey Resort St. Augustine Beach- 860 A1A Beach Blvd, St Augustine Beach, FL 32080.** Questions or comments on the Board Meeting or proposed agenda may be addressed to Vivian Carvalho at carvalhov@pfm.com or (407) 723-5900. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

<https://pfmgroup.webex.com/meet/carvalhov>

BOARD OF SUPERVISORS' MEETING AGENDA

- Roll Call to Confirm Quorum
- Public Comment Period

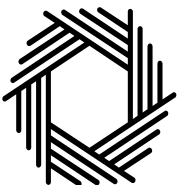
General Business Matters

1. Consideration of Supplemental Engineer's Report
2. Consideration of Supplemental Assessment Methodology Report
3. Consideration of Lands Legal Description
4. Consideration of Resolution 2022-37, Special Assessment Resolution
 - a. Exhibit A Supplemental Engineer's Report, dated March 17, 2022
 - b. Exhibit B Supplemental Assessment Methodology, Series 2022 Bonds, dated May 11, 2022
 - c. Exhibit C Legal Description
 - d. Exhibit D Maturities and Coupons of Series 2022 Bonds
 - e. Exhibit E Sources and Uses of Funds for Series 2022 Bonds
 - f. Exhibit F Annual Debt Service Payment Due on Series 2022 Bonds
5. Consideration of Completion Agreement
6. Consideration of Collateral of Assignment Agreement
7. Consideration of Declaration of Jurisdiction Agreement
8. Consideration of True-up Agreement
9. Consideration of Acquisition Agreement

Other Business

Staff Reports

District Counsel
District Engineer



pfm

District Manager
Supervisor Requests and Audience Comments

Adjournment



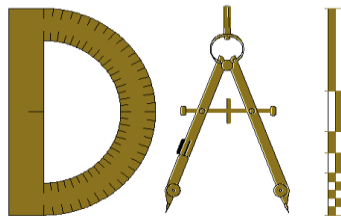
**LONGLEAF PINE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Supplemental Engineer's
Report

**SUPPLEMENTAL ENGINEER'S REPORT
CAPITAL IMPROVEMENTS FOR
INFRASTRUCTURE**

**FOR
LONLEAF PINE COMMUNITY
DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA**

JANUARY 19, 2022



PREPARED BY:

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

TABLE OF CONTENTS

- I. Background
- II. District Infrastructure
 - A. Stormwater Management Improvements
 - B. Roadway Improvements
 - C. Water, Reuse and Sewer Improvements
 - 1. Water Distribution
 - 2. Reuse Distribution
 - 3. Sewage Collection
 - 4. Pump Stations
 - D. Landscaping / Entranceway

EXHIBITS:

- Exhibit “1” General Location Map
- Exhibit “2” Parcel No. 1 and No. 2 Legal Descriptions
- Exhibit “2A” Parcel No. 3 Legal Description
- Exhibit “2B” Parcel 1 Legal Map
- Exhibit “2C” Parcel 2 Legal Map
- Exhibit “2D” Parcel 3 Legal Map
- Exhibit “3” Project Layout
- Exhibit “4” Existing / Future Land Use Map
- Exhibit “5A” Master Water Plan
- Exhibit “5B” Master Reuse Plan
- Exhibit “5C” Master Sewer Plan
- Exhibit “5D” Master Drainage Plan
- Exhibit “6” Proposed Infrastructure Plan
- Exhibit “7” Estimated Cost Summary

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

CAPITAL IMPROVEMENTS FOR INFRASTRUCTURE

I. Background

Longleaf Pine Community Development District (the “District” or “CDD”) encompasses 528.53 acres of land in three parcels. The property is at the intersection of Longleaf Pine Pkwy. and Veterans Pkwy. in St. Johns County.

ICI Crossroads Holdings, LLC, (the “Developer”) is serving as the master developer of Longleaf Pine (the “Development”), a master planned residential community planned to include 426 residential units and recreational facilities. The Development’s boundaries are entirely within the boundaries of the District. The District was created to finance, acquire, construct, and in some instances, 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 in the NE, NW and SW quadrants of Longleaf Pine Pkwy. and Veterans Pkwy. intersection in St. Johns County.

The lands within the Development have been approved by the St Johns County Board of County Commissioners as a Planned Unit Development (PUD). The PUD Ordinance Number 2018-29 allows for up to 426 single-family detached residential units, some non-residential development (which is not a part of the CDD) and certain recreational facilities. Of the approximately 529 gross acres comprising the District 208 acres are considered developable areas. These 208 developable acres include approximately 33 acres of proposed lakes and approximately 23 acres of proposed road rights-of-way. Minor revisions to the currently contemplated development program can be implemented if consistent with the County-approved PUD however the current development plan for the Development is consistent with the approved PUD.

Various lakes will be excavated to handle stormwater runoff. Wetland mitigation bank credits have been purchased to offset wetland impacts from the proposed improvements within Phase 1.

Landscaping and signage improvements are planned at numerous common areas.

Water, reuse and sewer improvements will be constructed to serve the Development including watermains, fire hydrants, reuse mains, two sewage pump stations, force mains, gravity sewer, and other appurtenances.

Transportation improvements will include paving and drainage construction within the District as required by St. Johns County. In addition, offsite roadway improvements including the southerly extension of Veterans Pkwy. will be completed by the Developer but are not included in the Capital Improvement Project. Since CDD parcel 3 will be gated and the roads maintained by the Homeowners Association, the onsite roadway costs are not included in the Capital Improvement Plan.

The only roadway improvement cost contemplated in the Capital Improvement Plan is the section of road between the gate and Veterans Pkwy. along with curb and gutter throughout the development since the curb conveys drainage runoff and is part of the drainage system. The applicable permits for the Development include a St. Johns River Water Management District Environmental Resource Permit, Florida Department of Environmental Protection (FDEP) State 404 Program Individual Permit for wetland impacts, St. Johns County Development Review approval, FDEP Water Distribution Permit and FDEP Wastewater Collection Permits. The SJRWMD permit, the FDEP water and sewer permits, the FDEP State 404 Program Individual permit and St. Johns County approvals have all been issued for the initial phase of construction (153 lots in the SW parcel 3) and construction is currently underway. Permitting is underway for the 35 lots in Phase 2 and the Amenity Center.

Permit Status:

- St. Johns River Water Management District Permit No. 113098-16 (for all site horizontal improvements, plus dredge and fill operations in District jurisdictional wetlands) for Phase 1 was issued 12/14/2020 and expires 12/14/2025.
- FDEP Water Distribution System Permit No. 0159044-818-DSGP for Phase 1 was issued 11/18/2019 and expires 11/17/2024.
- FDEP Sewage Collection/Transmission System Permit No. 0143628-369-DWC for Phase 1 was issued 11/18/2019 and expires 11/17/2024.
- St. Johns County engineering plans approval under SUBCON 2019-000025 for Phase 1 was issued 01/25/2021 and expires 01/25/2026.
- FDEP State 404 Program Individual Permit No. 55-396565-001-SFI for Phase 1 was issued 7/9/21 and expires 7/9/26.

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 Board of County Commissioners of St. Johns 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 one of the Capital Improvement Plan includes 153 lots with completion of the residential infrastructure anticipated in Spring 2022 for Phase 1.

Ultimate project buildout is presently expected to occur over a several year period depending on market conditions. See Exhibit 3 for the project phasing.

II. District Infrastructure (Capital Improvement Plan)

A. Stormwater Management Improvements

The lands within the District are made up of pine forests, wetlands and smaller areas of upland hardwood forests. The natural runoff from Parcel 1 flows west, Parcel 2 flows east into a wetland and Parcel 3 flows into the existing JEA easement to the south, and to the west into a wetland system.

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 future lakes will be interconnected. The local drainage systems and the lakes are designed to meet the requirements of St. Johns 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. Such mass earthwork does not include any subsequent grading that may be required for lot pad development or home construction, which will not be financed by the District. These stormwater management facilities will be owned and operated by the District.

Wetland impacts associated with the proposed development require mitigation. The approved mitigation for Phase 1 consists of wetland preservation and wetland mitigation bank credits. The wetland mitigation credit costs are included in the Capital Improvement Plan.

B. Roadway Improvements

A description of the roadway improvements follows.

The proposed road system will include construction of the numerous interior minor roadways within the development. The road improvements consist of the paving, curbing, limerock base, stabilized subgrade and sidewalks.

All interior roads will be constructed by the developer and dedicated to the Homeowners Association for operation and maintenance. The \$470,000 roadway cost estimate listed in exhibit 7 includes only that portion of road way between the gate and Veterans Pkwy. in parcel 3 and all of the curbing along all interior minor roadways within the development.

As previously mentioned, Veterans Parkway south of Longleaf Parkway with turn lanes into the site will be completed by the developer but the cost is not included in this Capital Improvement Plan.

C. Water, Reuse and Sewer Improvements

The District presently intends to finance, design, construct, install and/or acquire water, reuse and sewer facilities within its boundaries. The District financed water, reuse and sewer improvements include the complete water, reuse 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 service to serve all property within the District.

2. Reuse Distribution

The District intends to provide a complete reuse irrigation transmission and distribution system and reuse service to serve all property within the District.

3. 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.

4. Pump Stations

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

All water, reuse and sewer design and construction will meet the requirements of St. Johns County and JEA. These facilities will be owned, operated, and maintained by JEA after construction and dedication by the District. JEA has issued a Water and Sewer Availability Letter which confirms service availability for the Development. In addition, JEA has approved the construction plans and issued permits for the water, reuse and sewer construction for Phase 1.

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.

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 1

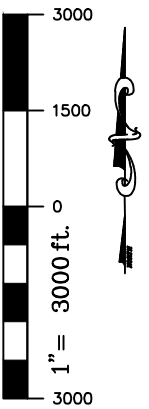
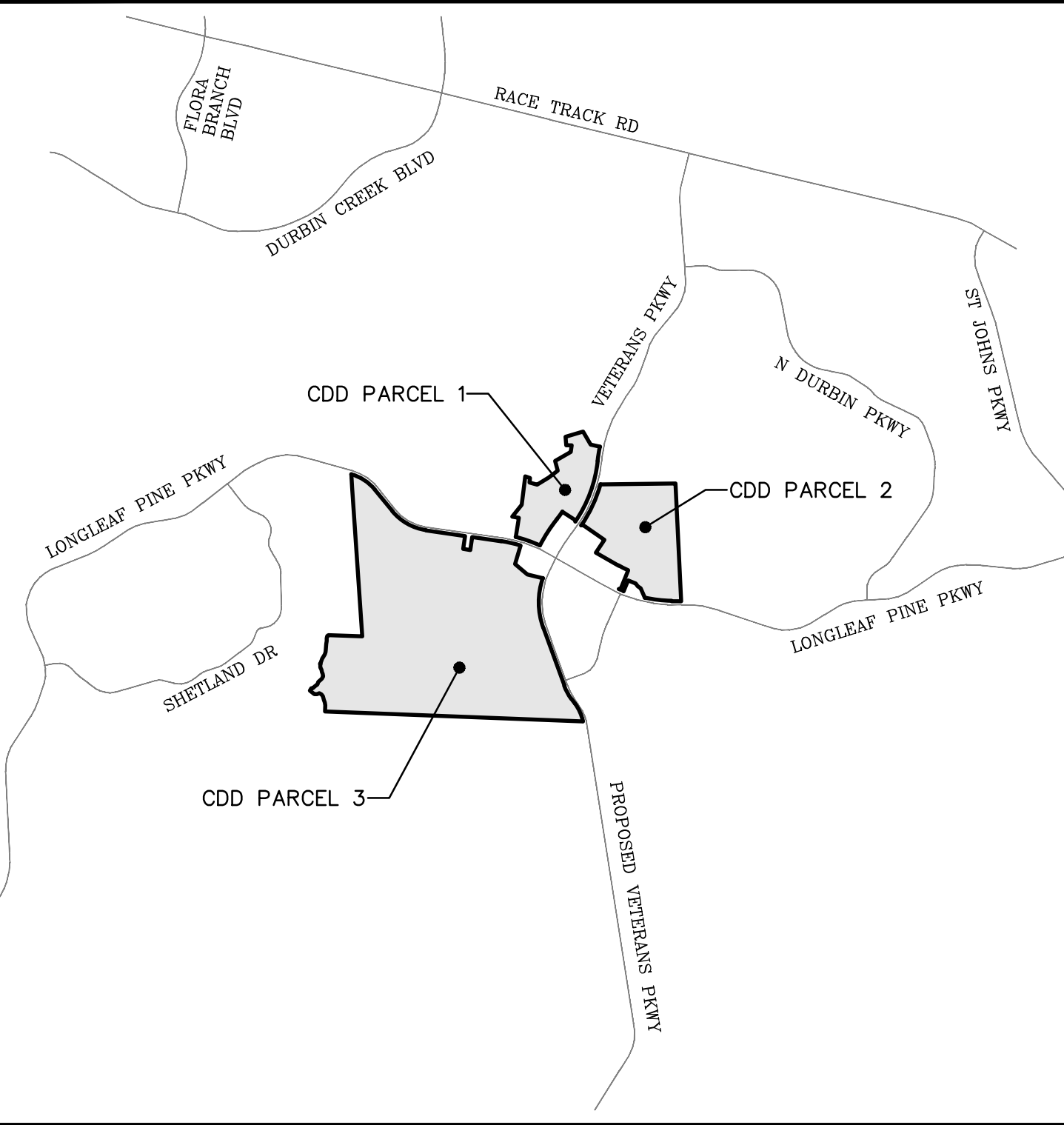
GENERAL LOCATION

May 25, 2021

LEGEND



LONGLEAF PINE
CDD



LONGLEAF PINE CDD
PARCEL No. 1 (NORTHWEST PARCEL)

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST SOUTHEASTERLY CORNER OF TRACT "B", AS SHOWN ON THE PLAT OF "JULINGTON LAKES - PHASE 1", AS RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTHERLY NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 244 WEST, (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE EASTERLY BOUNDARY OF SAID TRACT "B", AS SHOWN ON THE PLAT OF "JULINGTON LAKES - PHASE 1", AS RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 09°04'52" EAST, A DISTANCE OF 410.18 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 79°54'52" WEST, A DISTANCE OF 142.31 FEET, TO A POINT; COURSE No. 3: RUN THENCE, NORTH 38°27'50" EAST, A DISTANCE OF 319.30 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 07°12'52" EAST, A DISTANCE OF 602.74 FEET, TO A POINT ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED (PARK DONATION), FROM RAYLAND, LLC TO ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2268, PAGE 810; RUN THENCE, ALONG THE BOUNDARY LINES OF LAST SAID LANDS, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 72°49'45" EAST, A DISTANCE OF 106.53 FEET, TO A POINT; COURSE No. 2: RUN THENCE, SOUTH 07°38'08" WEST, A DISTANCE OF 98.34 FEET, TO A POINT; COURSE No. 3: RUN THENCE, SOUTH 75°18'10" EAST, A DISTANCE OF 169.39 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 58°22'41" EAST, A DISTANCE OF 284.64 FEET, TO A POINT; COURSE No. 5: RUN THENCE, NORTH 52°36'34" EAST, A DISTANCE OF 239.36 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 14°54'45" WEST, A DISTANCE OF 212.71 FEET, TO A POINT; COURSE No. 7: RUN THENCE, NORTH 60°13'55" EAST, A DISTANCE OF 382.87 FEET, TO A POINT; COURSE No. 8: RUN THENCE, NORTH 06°57'54" EAST, A DISTANCE OF 141.23 FEET, TO A POINT; COURSE No. 9: RUN THENCE, SOUTH 87°59'28" WEST, A DISTANCE OF 112.65 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 04°35'59" WEST, A DISTANCE OF 182.11 FEET, TO A POINT; COURSE No. 11: RUN THENCE, NORTH 73°26'52" EAST, A DISTANCE OF 385.59 FEET, TO A POINT; COURSE No. 12: RUN THENCE, SOUTH 29°44'51" EAST, A DISTANCE OF 318.75 FEET, TO A POINT; COURSE No. 13: RUN THENCE, SOUTH 78°18'04" EAST, A DISTANCE OF 202.27 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 223 - NORTH SEGMENT, (ALSO KNOWN AS VETERANS PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 223 - NORTH SEGMENT, (ALSO KNOWN AS VETERANS PARKWAY), THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 05°58'49" TO THE LEFT, AN ARC DISTANCE OF 306.86 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°04'21" WEST, 306.72 FEET;

COURSE No. 2: RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 28°17'38" TO THE RIGHT, AN ARC DISTANCE OF 1,377.76 FEET, TO A POINT OF CUSP OF A CURVE, OF A CURVE LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°13'14" WEST, 1,363.80 FEET; DEPARTING FROM THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 223 - NORTH SEGMENT, AND ALONG AND AROUND THE ARC OF A CURVE, LEADING NORTHWESTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°08'23" TO THE LEFT, AN ARC DISTANCE OF 39.77 FEET, TO A POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°12'08" WEST, 35.71 FEET; RUN THENCE, NORTH 56°46'20" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 303.63 FEET, TO A POINT OF INTERSECTION; RUN THENCE, NORTH 51°03'42" WEST, A DISTANCE OF 15.06 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING SOUTHWESTERLY; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,445.98 FEET, THROUGH A CENTRAL ANGLE OF 04°41'40" TO THE RIGHT, AN ARC DISTANCE OF 200.41 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°14'34" WEST, 200.35 FEET; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 3,284.00 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" TO THE LEFT, AN ARC DISTANCE OF 657.90 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 244 WEST, (ALSO KNOWN AS LONGLEAF PINE PARKWAY), SAID POINT ALSO BEING ON THE ARC OF A CURVE, LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°51'03" WEST, 656.80 FEET; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 10°33'15" TO THE LEFT, AN ARC DISTANCE OF 541.56 FEET, TO THE AFORESAID MOST SOUTHEASTERLY CORNER OF TRACT "B", "JULINGTON LAKES - PHASE 1", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°40'21" WEST, 540.79 FEET.

THE LANDS THUS DESCRIBED CONTAINS 2,118,472 SQUARE FEET, OR 48.63 ACRE, MORE OR LESS, IN AREA

LONGLEAF PINE CDD
PARCEL 2 (NORTHEAST PARCEL)

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEING AT THE MOST SOUTHWEST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE PLAT OF "COUNTY ROAD 223-NORTH SEGMENT", AS RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 89°18'41" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT "A", (STORMWATER MANAGEMENT FACILITY), AND ALSO BEING THE COMMON BOUNDARY LINE BETWEEN SECTIONS 2 AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, A DISTANCE OF 1,580.67 FEET, TO A POINT; RUN THENCE SOUTH 02°46'59" EAST, A DISTANCE OF 1,734.45 FEET, TO THE NORTHWEST CORNER OF TRACT 1 (OPEN AREA), DUBBIN CROSSING SOUTH PHASE 1; AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 73 THROUGH 100 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; CONTINUE TO RUN SOUTH 02°46'59" EAST, ALONG THE AFORESAID WESTERLY LINE OF TRACT 1 (OPEN AREA), A DISTANCE OF 753.74 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 244 EAST; (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 13 THROUGH 21 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 89°06'24" WEST, A DISTANCE OF 197.57 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY;
COURSE No. 2: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 11°45'20" TO THE RIGHT, AN ARC DISTANCE OF 572.43 FEET, TO THE SOUTHEAST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF "COUNTY ROAD 244 EAST", LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°13'44" WEST, 571.43 FEET; RUN THENCE, ALONG THE BOUNDARIES OF SAID TRACT "A" STORMWATER MANAGEMENT FACILITY, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, NORTH 23°36'55" WEST, A DISTANCE OF 225.61 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 55°59'29" WEST, A DISTANCE OF 67.88 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 37°18'05" WEST, A DISTANCE OF 78.59 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 67°41'52" WEST, A DISTANCE OF 171.53 FEET, TO A POINT;
COURSE No. 5: RUN THENCE, SOUTH 22°18'08" WEST, A DISTANCE OF 250.00 FEET, TO A POINT, ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD 244 EAST" (ALSO KNOWN AS LONGLEAF PINE PARKWAY); RUN THENCE, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING COURSE AND DISTANCE:

COURSE No. 1: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 02°09'16" TO THE RIGHT, AN ARC DISTANCE OF 104.91 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 86°37'15" WEST, 104.90 FEET; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 92°09'15" TO THE LEFT, AN ARC DISTANCE OF 40.21 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°22'46" EAST, 36.01 FEET; RUN THENCE, NORTH 22°18'08" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 398.47 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY; RUN THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 30,379.28 FEET, THROUGH A CENTRAL ANGLE OF 00°01'50" TO THE RIGHT, AN ARC DISTANCE OF 16.21 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°39'59" EAST, 16.21 FEET; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,349.69 FEET, THROUGH A CENTRAL ANGLE OF 05°25'14" TO THE RIGHT, AN ARC DISTANCE OF 222.29 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°03'29" WEST, 222.21 FEET; RUN THENCE, NORTH 60°20'52" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 558.05 FEET, TO A POINT; RUN THENCE, NORTH 34°24'48" EAST, A DISTANCE OF 325.86 FEET, TO A POINT; RUN THENCE, NORTH 55°35'12" WEST, A DISTANCE OF 499.54 FEET, TO A POINT OF INTERSECTION; RUN THENCE, NORTH 56°46'20" WEST, A DISTANCE OF 48.98 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°56'14" TO THE LEFT, AN ARC DISTANCE OF 38.81 FEET, TO A POINT OF CUSP OF A CURVE, ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD No. 223-NORTH SEGMENT", (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°45'33" WEST, 35.03 FEET; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND ALSO BEING THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD No. 223-NORTH SEGMENT", (ALSO KNOWN AS LONGLEAF PINE PARKWAY), HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 18°44'29" TO THE LEFT, AN ARC DISTANCE OF 961.68 FEET, TO THE AFORESAID MOST SOUTHWEST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE PLAT OF "COUNTY ROAD 223-NORTH SEGMENT", AS RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°55'12" EAST, 957.39 FEET,

THE LANDS THUS DESCRIBED CONTAINS 3,687,410 SQUARE FEET, OR 84.65 ACRES, MORE OR LESS, IN AREA.

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2

PARCEL LEGAL
DESCRIPTIONS

May 25, 2021

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

LONGLEAF PINE CDD
PARCEL 3 (SOUTHWEST PARCEL)

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 3, 10, AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT 2A

PARCEL LEGAL DESCRIPTIONS

May 25, 2021

FOR A POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE EAST LINE OF TRACT "A", ABERDEEN (PARCEL "CC2B"), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 61, PAGES 43 THROUGH 48 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. WITH THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, (LONGLEAF PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, LEADING SOUTHEASTERLY, AND HAVING A RADIUS OF 975.00 FEET, THROUGH A CENTRAL ANGLE OF 35°14'31" TO THE RIGHT, AN ARC DISTANCE OF 599.71 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°50'25" EAST, 590.30 FEET;
COURSE No. 2: RUN THENCE, SOUTH 39°13'09" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 589.18 FEET TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 3: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 1,125.00 FEET, THROUGH A CENTRAL ANGLE OF 42°24'46" TO THE LEFT, AN ARC DISTANCE OF 832.77 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°25'32" EAST, 813.89 FEET;

COURSE No. 4: SOUTH 81°37'55" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 833.35 FEET, TO THE NORTHWEST CORNER OF TRACT "C", (STORM WATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG THE AFORESAID BOUNDARIES OF SAID TRACT "C", THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 08°22'05" WEST, A DISTANCE OF 276.26 FEET, TO A POINT; COURSE No. 2: RUN THENCE, SOUTH 81°37'55" EAST, A DISTANCE OF 150.00 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 08°22'05" EAST, A DISTANCE OF 276.26 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING TWO (2) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, SOUTH 81°37'55" EAST, A DISTANCE OF 620.03 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 2: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 08°37'45" TO THE RIGHT, AN ARC DISTANCE OF 420.19 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°19'02" EAST, 419.79 FEET; RUN THENCE, SOUTH 16°59'50" WEST, A DISTANCE OF 401.46 FEET, TO A POINT; RUN THENCE, SOUTH 49°36'04" EAST, A DISTANCE OF 341.01 FEET, TO A POINT; RUN THENCE, SOUTH 76°28'35" EAST, A DISTANCE OF 340.20 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223 SOUTH, (VETERANS PARKWAY), AS PER THAT EASEMENT AND CONSENT TO USE OF RIGHT OF WAY AGREEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3329, PAGE 825 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF COUNTY 223 SOUTH (VETERANS PARKWAY) AS PER SAID INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3329, PAGE 825 OF SAID PUBLIC RECORDS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1,565.00 FEET, THROUGH A CENTRAL ANGLE OF 39°13'40" TO THE LEFT, AN ARC DISTANCE OF 1,071.48 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°26'48" EAST, 1,050.68 FEET;
COURSE No. 2: RUN THENCE, SOUTH 20°03'38" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,300.37 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 3: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,115.00 FEET, THROUGH A CENTRAL ANGLE OF 15°58'43" TO THE LEFT, AN ARC DISTANCE OF 310.30 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°02'00" EAST, 309.30 FEET;

COURSE No. 4: RUN THENCE, SOUTH 36°00'21" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 127.42 FEET TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 5: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 985.00 FEET, THROUGH A CENTRAL ANGLE OF 23°54'44" TO THE RIGHT, AN ARC DISTANCE OF 411.09 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT 130 FOOT JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 878, PAGE 1152 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°02'59" EAST, 408.11 FEET; RUN THENCE NORTH 87°48'09" WEST, ALONG THE SOUTHERLY LINE OF SAID 130 FOOT JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT A DISTANCE OF 5,446.23 FEET, TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED FROM GREENBRIAR PROPERTIES, LLC TO JEA, AS RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700 OF THE PUBLIC RECORDS, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 02°12'31" EAST, A DISTANCE OF 128.66 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 08°06'39" WEST, A DISTANCE OF 61.28 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 17°44'02" WEST, A DISTANCE OF 58.82 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 16°13'26" WEST, A DISTANCE OF 75.06 FEET, TO A POINT;
COURSE No. 5: RUN THENCE, NORTH 36°35'43" WEST, A DISTANCE OF 53.76 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 59°59'17" WEST, A DISTANCE OF 51.86 FEET, TO A POINT;
COURSE No. 7: RUN THENCE, SOUTH 66°20'34" WEST, A DISTANCE OF 55.00 FEET, TO A POINT; COURSE No. 8: RUN THENCE, SOUTH 89°30'12" WEST, A DISTANCE OF 54.54 FEET, TO A POINT;
COURSE No. 9: RUN THENCE, NORTH 51°57'40" WEST, A DISTANCE OF 121.11 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 32°20'52" EAST, A DISTANCE OF 63.05 FEET, TO A POINT;
COURSE No. 11: RUN THENCE, SOUTH 81°43'48" EAST, A DISTANCE OF 29.80 FEET, TO A POINT; COURSE No. 12: RUN THENCE, NORTH 47°24'09" EAST, A DISTANCE OF 68.19 FEET, TO A POINT;
COURSE No. 13: RUN THENCE, NORTH 52°43'33" EAST, A DISTANCE OF 61.65 FEET, TO A POINT; COURSE No. 14: RUN THENCE, NORTH 17°24'00" EAST, A DISTANCE OF 49.98 FEET, TO A POINT;
COURSE No. 15: RUN THENCE, NORTH 44°41'32" EAST, A DISTANCE OF 21.98 FEET, TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT CORPORATE WARRANTY DEED FROM UNITED WATER FLORIDA, INC. TO JEA, AS RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF SAID PUBLIC RECORDS, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 46°45'00" EAST, A DISTANCE OF 42.22 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 44°11'11" EAST, A DISTANCE OF 43.68 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 29°41'44" EAST, A DISTANCE OF 52.57 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 07°22'10" WEST, A DISTANCE OF 53.59 FEET, TO A POINT;
COURSE No. 5: RUN THENCE, NORTH 22°12'29" WEST, A DISTANCE OF 41.48 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 14°48'35" WEST, A DISTANCE OF 50.22 FEET, TO A POINT;
COURSE No. 7: RUN THENCE, NORTH 26°50'02" WEST, A DISTANCE OF 54.89 FEET, TO A POINT; COURSE No. 8: RUN THENCE, NORTH 00°03'59" WEST, A DISTANCE OF 74.72 FEET, TO A POINT;
COURSE No. 9: RUN THENCE, NORTH 19°45'34" EAST, A DISTANCE OF 60.57 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 20°55'41" EAST, A DISTANCE OF 59.57 FEET, TO A POINT;
COURSE No. 11: RUN THENCE, NORTH 32°21'34" EAST, A DISTANCE OF 46.52 FEET, TO A POINT; COURSE No. 12: RUN THENCE, NORTH 30°48'52" EAST, A DISTANCE OF 56.66 FEET, TO A POINT;
COURSE No. 13: RUN THENCE, NORTH 20°44'51" EAST, A DISTANCE OF 46.62 FEET, TO A POINT; COURSE No. 14: RUN THENCE NORTH 04°21'12" EAST, A DISTANCE OF 47.91 FEET, TO A POINT;
COURSE No. 15: RUN THENCE, NORTH 06°57'45" EAST, A DISTANCE OF 63.14 FEET, TO A POINT; COURSE No. 16: RUN THENCE, NORTH 01°38'15" EAST, A DISTANCE OF 64.55 FEET, TO A POINT;
COURSE No. 17: RUN THENCE, NORTH 09°03'59" EAST, A DISTANCE OF 60.87 FEET, TO A POINT; COURSE No. 18: RUN THENCE, NORTH 01°37'26" EAST, A DISTANCE OF 59.40 FEET, TO A POINT;
COURSE No. 19: RUN THENCE, NORTH 10°27'44" EAST, A DISTANCE OF 50.01 FEET, TO A POINT; COURSE No. 20: RUN THENCE, NORTH 53°03'27" EAST, A DISTANCE OF 33.22 FEET, TO A POINT, ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED, FROM RAYONIER TIMBERLANDS OPERATING COMPANY, LP TO ABERDEEN DEVELOPMENT, LLC, AND RECORDED IN OFFICIAL RECORDS BOOK 2036, PAGE 1046 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, SOUTH 87°48'21" EAST, ALONG THE AFORESAID SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 716.57 FEET, TO THE SOUTHEAST CORNER OF LAST SAID LANDS; RUN THENCE, ALONG THE EASTERLY LINE OF LAST SAID LANDS, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: NORTH 03°57'40" WEST, A DISTANCE OF 3,162.69 FEET, TO A POINT; COURSE No. 2: NORTH 02°35'39" WEST, A DISTANCE OF 263.84 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 17,217,407 SQUARE FEET, OR 395.25 ACRES, MORE OR LESS, IN AREA.

CROSSROADS CDD
 PARCEL No. 1
 (NORTHWEST PARCEL)

Closure Report
 Fri May 21 09:14:17 2021

Northing Easting Bearing Distance

2091542.568	475720.663	N 09°04'52" E	410.180
2091947.606	475785.403	N 79°54'52" W	142.310
2091972.528	475645.292	N 38°27'50" E	319.300
2092222.540	475843.903	N 07°12'52" E	602.726
2092820.494	475919.596	S 72°50'09" E	106.526
2092789.057	476021.377	S 07°38'08" W	98.340
2092691.589	476008.311	S 75°18'10" E	169.390
2092648.614	476172.158	N 58°22'41" E	284.640
2092797.855	476414.536	N 52°36'34" E	239.360
2092943.205	476604.711	N 14°54'45" W	212.710
2093148.751	476549.971	N 60°13'55" E	382.870
2093338.843	476882.318	N 06°53'54" E	141.230
2093479.031	476899.443	S 87°59'28" W	112.650
2093475.082	476786.863	N 04°35'59" W	182.110
2093656.605	476772.258	N 73°26'52" E	385.590
2093766.457	477141.869	S 29°44'51" E	318.750
2093489.712	477300.027	S 78°18'04" E	202.270
2093448.698	477498.095	Radius: 2940.000 Chord: 306.722 Degree: 1°56'56" Dir: Left Length: 306.862 Delta: 5°58'49" Tangent: 153.570 Chord Brg: S 09°04'21" W Rad-In: S 77°56'14" E Rad-Out: S 83°55'03" E	
2093145.813	477449.729	Radius Point: 2092824.293, 480373.179	
2093145.813	477449.729	Radius: 2790.000 Chord: 1363.800 Degree: 2°03'13" Dir: Right Length: 1377.757 Delta: 2817.38" Tangent: 703.227 Chord Brg: S 20°13'14" W Rad-In: N 83°55'34" W Rad-Out: N 53°37'57" W	
2091866.066	476979.350	Radius Point: 2093441.019, 474675.391	
2091866.066	476979.350	Radius: 25.000 Chord: 35.705 Degree: 22°01'59" Dir: Left Length: 39.767 Delta: 91°08'23" Tangent: 25.502 Chord Brg: N 11°12'08" W Rad-In: N 55°37'57" W Rad-Out: S 33°13'40" W	
2091866.066	476979.350	Radius Point: 2091880.179, 476957.715	
2091901.091	476971.414	N 56°46'20" W 303.632	
2092067.472	476717.426	N 51°03'42" W 15.061	
2092076.938	476705.711	Radius: 2445.980 Chord: 200.354 Degree: 2°03'33" Dir: Right Length: 200.410 Delta: 4°41'40" Tangent: 100.261 Chord Brg: S 36°14'34" W Rad-In: N 56°06'16" W Rad-Out: N 51°24'56" W	
2091915.349	476587.261	Radius Point: 2093441.011, 474675.410	
2091915.349	476587.261	Radius: 3294.000 Chord: 656.798 Degree: 1°44'41" Dir: Left Length: 657.898 Delta: 11°28'42" Tangent: 330.053 Chord Brg: S 32°51'03" W Rad-In: S 51°24'36" E Rad-Out: S 62°33'14" E	
2091915.349	476587.261	Radius Point: 2098966.977, 479154.132	
2091915.349	476587.261	Radius: 2940.000 Chord: 540.793 Degree: 1°56'56" Dir: Left Length: 541.558 Delta: 10°33'15" Tangent: 271.547 Chord Brg: N 70°40'21" W Rad-In: S 24°36'17" W Rad-Out: S 14°03'02" W	
2091915.349	476587.261	Radius Point: 2098890.327, 475006.898	
2091542.568	475720.663	Closure Error Distance: 0.00041 Error Bearing: S 14°23'02" W Closure Precision: 1 in 18957371.4 Total Distance: 7753.896 Polyline Area: 2,116,472.1 sq ft, 48.63 acres	

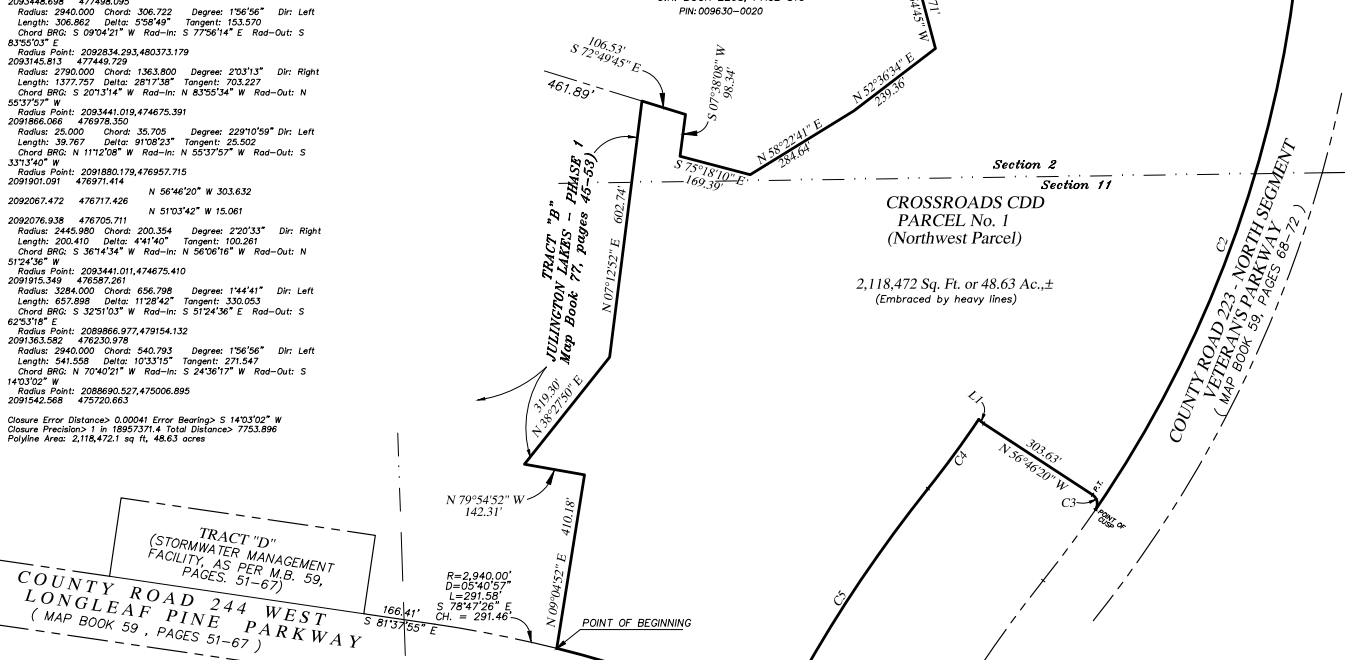
CURVE TABLE FOR THIS SKETCH

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2940.00'	5°58'49"	306.86'	S 09°04'21" W	306.72'
C2	2790.00'	28°17'38"	1377.76'	S 20°13'14" W	1363.80'
C3	25.00'	91°08'23"	39.77'	N 11°12'08" W	35.71'
C4	2445.98'	4°41'40"	200.41'	S 36°14'34" W	200.35'
C5	3294.00'	11°28'42"	657.90'	S 32°51'03" W	656.80'
C6	2940.00'	10°33'15"	541.56'	N 70°40'21" W	540.79'

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE
L1	N 51°03'42" W	15.06'

NOT A PART OF THIS SKETCH
 SEE SURVEY BY ROBERT M. ANGAS
 ORDER No. 04-185-01
 ASSOCIATES, INC., DATED JULY 30, 2004
 SPECIAL WARRANTY DEED (PARK DONATION)
 RAYLAND, LLC to
 ST. JOHNS COUNTY, FLORIDA
 O.R. BOOK 2268, PAGE 810
 PIN: 009630-0020



LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2B

PARCEL 1 LEGAL MAP

May 25, 2021

GENERAL NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE COMMON BOUNDARY LINE OF SECTION 2 AND SECTION 11, AS N 89°18'41" E. AS MONUMENTED AND ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS) DATUM, NORTH AMERICA DATUM OF 1983 (2011) OR NAD83 (2011), FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, FOR ZONE 801 (FL EAST).
- 2) THIS SKETCH IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS SKETCH AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS SKETCH WITHOUT THE EXPRESS WRITTEN PERMISSION OF THIS SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS SKETCH IN ANY SUBSEQUENT TRANSACTION(S) IS EXPRESSLY PROHIBITED AND IS NOT AUTHORIZED BY THIS SURVEYOR AND/OR FIRM. THIS SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO ENTITY OTHER THAN THOSE LISTED ON THIS SKETCH SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.
- 3) UNLESS A TITLE COMMENT IS REFERENCED GRAPHICALLY ON THE FACE OF THIS SURVEY/SKETCH, THERE MAY BE ADDITIONAL COVENANTS AND RESTRICTIONS, EASEMENTS OF RECORD, BUILDING RESTRICTIONS, SETBACK LINES RESTRICTIONS, AND OTHER MATTERS, EXERCISED BY TITLE EXAMINATION BY A TITLE COMPANY, THAT HAVE NOT BEEN SHOWN HEREON. THESE ITEMS ARE NOT REQUIRED OR A PART OF A STATE OF FLORIDA MINIMUM TECHNICAL STANDARDS SURVEY, AS OUTLINED IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE, 5J-17.051.
- 4) NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, ADDITIONS AND/OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 5) NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS, ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THIS SURVEY. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. THIS SURVEYING FIRM AND THE SIGNING SURVEYOR ARE RESPONSIBLE ONLY TO THOSE THAT APPEAR IN THE CERTIFICATION AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF OTHERS, (INDIVIDUAL OR ENTITIES) TO USE THIS SURVEY WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.
- 6) THIS MAP DOES NOT REPRESENT A "BOUNDARY" SURVEY, AS PER THE CURRENT FLORIDA STATUTES, REGARDING THE STATE OF FLORIDA, MINIMUM TECHNICAL STANDARDS.

7) THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL DRAWING, THEREFORE THE GRAPHIC SCALE SHOULD BE UTILIZED TO DETERMINE IF THIS MAP IS TO THE ORIGINAL SIZE AND SCALE.

8) UNLESS OTHERWISE NOTED, ANY PORTION OF THE SUBJECT PROPERTY GRAPHICALLY SHOWN HEREON MAY BE DEEMED WETLANDS, BY LOCAL, STATE OR FEDERAL GOVERNMENTAL AGENCIES, UNLESS AND ENVIRONMENTAL WETLAND JURISDICTIONAL DETERMINATION SURVEY WAS PERFORMED BY THIS FIRM, AT THIS TIME, THE DETERMINATION OF THE ENVIRONMENTAL WETLAND JURISDICTIONAL WETLAND LINE(S) AND APPROVAL BY THE AFORESAID GOVERNMENTAL AGENCIES, IS THE RESPONSIBILITY OF THE OWNER(S), HIS OR HER AGENTS, AND ANY PARTY(IES) THAT UTILIZE THIS SURVEY WITHOUT OBTAINING AN ENVIRONMENTAL WETLAND JURISDICTIONAL LINE DETERMINATION AND APPROVAL BY THE APPROPRIATE GOVERNMENTAL AGENCIES DO SO AT THEIR OWN RISK.

9) THIS SKETCH AND LEGAL MAP WAS PREPARED FROM A PREVIOUS SURVEY BY THIS FIRM, AND A DIGITAL CAD FILE PROVIDED TO THIS FIRM BY DUNN & ASSOCIATES, NAMES "CROSSROADS OVERALL FOR SURVEYOR", WHICH THIS FIRM UNZIPPED ON MAY 19, 2021. ANY CHANGES MADE TO THIS FILE OR DESIGN BY THE ENGINEER AFTER THIS DATE WILL NOT BE REFLECTED IN THIS SKETCH OR CDD BOUNDARY.

JONATHAN B. BOWAN
 STATE OF FLORIDA
 REGISTERED LAND SURVEYOR
 CERTIFICATE No. 4600

MAP DATE: MAY 21, 2021
 JOB No. 52589
 CAD FILE: CROSSROADS/CDD
 MAP/CDD PARCEL 1.dwg

Prepared by:
 A & J Land Surveyors, Inc.
 5847 Lucella Street
 Jacksonville, Florida 32207
 T 904.346.1733
 F 904.346.1736

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2C

PARCEL 2 LEGAL MAP

May 25, 2021

CROSSROADS CDD
PARCEL No. 2
(NORTHEAST PARCEL)

Closure Report
Wed May 19 16:09:33 2021

Northing	Easting	Bearing	Distance
2092652.908	477507.789	N 89°18'41" E 1580.668	
2092671.905	478088.343	S 02°46'59" E 2488.191	
2090186.649	479209.153	N 89°06'24" W 197.569	
2090189.729	479011.608		
Radius: 2790.000	Chord: 571.415	Degree: 2°03'13" Dir: Right	
Lengths: 572.428	Delta: 1145.200	Tangent: 281.216	
Chord BRC: N 83°13'44" W	Rad-Int: N 00°53'36" E	Rad-Out: N 12°38'55" E	
Radius Point: 2092679.390, 479055.103			
2090257.099	478444.178		
2090463.815	478353.800	N 23°36'55" W 225.610	
2090501.782	478297.530	N 55°59'29" W 67.880	
2090564.297	478249.804	N 37°18'05" W 78.590	
2090629.391	478091.205	N 67°41'52" W 171.530	
2090629.391	478091.205	S 22°18'08" W 250.000	
2090398.092	477996.332		
Radius: 2790.000	Chord: 104.900	Degree: 2°03'13" Dir: Right	
Length: 104.907	Delta: 209.166	Tangent: 52.460	
Chord BRC: N 88°37'15" W	Rad-Int: N 22°18'07" E	Rad-Out: N 24°27'23" E	
Radius Point: 2092679.390, 479055.107			
2090438.718	477930.044		
Radius: 25.000	Chord: 36.014	Degree: 22°01'59" Dir: Left	
Length: 40.210	Delta: 92.0915	Tangent: 25.958	
Chord BRC: N 68°24'42" E	Rad-Int: N 24°27'23" E	Rad-Out: N 67°41'52" W	
Radius Point: 2090462.475, 477910.394			
2090452.988	477933.524		
2090821.654	478084.742	N 22°18'08" E 398.474	
2090821.654	478084.742		
Radius: 30379.283	Chord: 16.215	Degree: 0°11'19" Dir: Left	
Length: 16.215	Delta: 0°01'50"	Tangent: 8.107	
Chord BRC: N 21°39'28" E	Rad-Int: N 68°18'06" W	Rad-Out: N 68°20'56" W	
Radius Point: 2102045.306, 449854.785			
2090836.724	478090.729		
Radius: 2349.690	Chord: 222.212	Degree: 2°26'18" Dir: Right	
Length: 222.298	Delta: 2°29'14"	Tangent: 111.230	
Chord BRC: N 63°02'14" W	Rad-Int: N 44°13'54" E	Rad-Out: N 29°39'09" E	
Radius Point: 2092679.390, 479055.107			
2090937.405	477862.635		
2091213.494	477407.660	N 60°20'52" W 558.055	
2091482.322	477591.822	N 34°24'48" E 325.859	
2091764.640	477179.713	N 56°46'20" W 48.976	
2091791.477	477138.744		
Radius: 25.000	Chord: 35.026	Degree: 22°01'59" Dir: Left	
Length: 38.806	Delta: 88.2614	Tangent: 24.540	
Chord BRC: S 78°45'33" W	Rad-Int: S 33°13'40" W	Rad-Out: S 55°42'34" E	
Radius Point: 2091770.565, 477125.045			
2091784.649	477104.390		
Radius: 2940.000	Chord: 857.395	Degree: 1°56'58" Dir: Left	
Length: 961.676	Delta: 18°44'29"	Tangent: 485.172	
Chord BRC: N 24°56'14" W	Rad-Int: S 55°42'34" W	Rad-Out: N 74°27'03" W	
Radius Point: 2093441.019, 474675.391			
2092652.908	477507.789		

Closure Error Distance > 0.00000 Error Bearing > N 90°00'00" E
Closure Precision: 1 in 145784406524.4 Total Distance = 8847.468
Positive Area: 3,687,416.3 sq ft, 84.63 acres

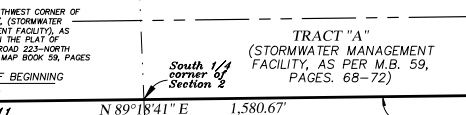
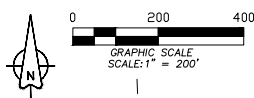
GENERAL NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE COMMON BOUNDARY LINE OF SECTION 2 AND SECTION 11, AS N 89°18'41" E, AS MONUMENTED AND ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS) DATUM, NORTH AMERICA DATUM OF 1983 (2011) OR NAD83 (2011), FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, FOR ZONE 901 (EAST).
- 2) THIS SKETCH IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS SKETCH AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS SKETCH WITHOUT THE EXPRESS WRITTEN PERMISSION OF THIS SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS SKETCH IN ANY SUBSEQUENT TRANSACTION(S) IS EXPRESSLY PROHIBITED AND IS NOT AUTHORIZED BY THIS SURVEYOR AND/OR FIRM. THIS SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO ENTITY OTHER THAN THOSE LISTED ON THIS SKETCH SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.
- 3) UNLESS A TITLE COMMITMENT IS REFERENCED GRAPHICALLY ON THE FACE OF THIS SURVEY/SKETCH, THERE MAY BE ADDITIONAL COVENANTS AND RESTRICTIONS, EASEMENTS OF RECORD, BUILDING RESTRICTIONS, SETBACK LINES RESTRICTIONS, AND OTHER MATTERS, EVIDENCED BY TITLE EXAMINATION BY A TITLE COMPANY, THAT HAVE NOT BEEN SHOWN HEREON. THESE ITEMS ARE NOT REQUIRED OR A PART OF A STATE OF FLORIDA MINIMUM TECHNICAL STANDARDS SURVEY, AS OUTLINED IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE, §4-170.01.
- 4) NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, ADDITIONS AND/OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OF PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 5) NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS, ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THIS SURVEY, ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. THIS SURVEYING FIRM AND THE SIGNING SURVEYOR IS RESPONSIBLE ONLY TO THOSE THAT APPEAR IN THE CERTIFICATION AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF OTHERS, (INDIVIDUAL OR ENTITIES) TO USE THIS SURVEY WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.
- 6) THIS MAP DOES NOT REPRESENT A "BOUNDARY" SURVEY, AS PER THE CURRENT FLORIDA STATUTES, REGARDING THE STATE OF FLORIDA, MINIMUM TECHNICAL STANDARDS.
- 7) THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL DRAWING. THEREFORE THE GRAPHIC SCALE SHOULD BE UTILIZED TO DETERMINE IF THIS MAP IS TO THE ORIGINAL SIZE AND SCALE.
- 8) UNLESS OTHERWISE NOTED, ANY PORTION OF THE SUBJECT PROPERTY GRAPHICALLY SHOWN HEREON, MAY BE DEEMED WETLANDS, BY LOCAL, STATE OR FEDERAL GOVERNMENTAL AGENCIES, UNLESS AND ENVIRONMENTAL DETERMINATION SURVEY WAS PERFORMED BY THIS FIRM, AT THIS TIME. THE DETERMINATION OF THE ENVIRONMENTAL WETLAND JURISDICTIONAL WETLAND LINES) AND APPROVAL BY THE APPROPRIATE GOVERNMENTAL AGENCIES IS THE RESPONSIBILITY OF THE OWNER(S), HIS OR HER AGENTS, AND ANY PARTY/PARTIES THAT UTILIZE THIS SURVEY WITHOUT OBTAINING AN ENVIRONMENTAL WETLAND JURISDICTIONAL LINE DETERMINATION AND APPROVAL BY THE APPROPRIATE GOVERNMENTAL AGENCIES DO SO AT THEIR OWN RISK.
- 9) THIS SKETCH AND LEGAL WAS PREPARED FROM A PREVIOUS SURVEY BY THIS FIRM, AND A DIGITAL CAD FILE PROVIDED TO THIS FIRM BY DUNN & ASSOCIATES, NAMES "CROSSROADS OVERALL FOR SURVEYOR", WHICH THIS FIRM UNLOADED ON MAY 19, 2021. ANY CHANGES MADE TO THIS FILE OR DESIGN BY THE ENGINEER AFTER THIS DATE WILL NOT BE REFLECTED IN THIS SKETCH OR CDD BOUNDARY.

JONATHAN B. BOWAN
STATE OF FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE No. 4660

Prepared by:
A & J Land Surveyors, Inc.
8847 Lucella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

MAP DATE: MAY 21, 2021
JOB No: 52589
CAD FILE: CROSSROADS/CDD
MAP/CDD PARCEL 2.Dwg



OAKRIDGE ~ UNIT THREE
Map Book 72, pages 11-15)

CURVE TABLE FOR THIS SKETCH

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2790.00'	11°45'20"	572.43'	N 83°13'44" W	571.43'
C2	2790.00'	2°09'16"	104.91'	N 66°37'15" W	104.90'
C3	25.00'	92°09'15"	40.21'	N 68°22'46" E	36.01'
C4	30379.28'	0°01'50"	16.21'	N 21°39'59" E	16.21'
C5	2349.69'	5°25'14"	222.29'	N 63°03'29" W	222.21'
C6	25.00'	88°56'14"	38.81'	S 78°45'33" W	36.03'
C7	2940.00'	18°44'29"	961.68'	N 24°55'12" E	957.39'

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE
L1	N 69°06'24" W	187.57'
L2	S 23°36'55" E	226.61'
L3	N 55°59'29" W	67.88'
L4	N 37°18'05" W	78.59'
L5	N 67°41'52" W	171.53'
L6	S 22°18'08" W	250.00'
L7	N 22°18'06" E	398.47'
L8	N 60°20'52" W	558.05'
L9	N 34°24'48" E	325.86'
L10	N 55°35'12" W	499.54'
L11	N 56°46'20" W	48.98'

CROSSROADS CDD
PARCEL No. 2
(Northeast Parcel)

4,510,474 Sq. Ft. or 103.54 Acres,±
(Embraced by heavy lines)

COUNTY ROAD 244 EAST
LONGLEAF PINE PARKWAY
(MAP BOOK 59, PAGES 13-21)

TRACT "A"
(STORMWATER
MANAGEMENT
FACILITY, AS PER M.B.
59, PAGES. 13-21)

S 02°46'59" E 1,734.45'
N 02°46'59" E 1,734.45'
S 02°46'59" E 2,488.19' (OVERALL)
S 02°46'59" E 753.74'
N 02°46'59" E 753.74'

Northwest 1/4 of Section 11,
Twp. 5 S., Rng. 27 E.

WESTERN LINE OF TRACT "A" (OPEN SPACE)
NORTHWEST CORNER
OF TRACT "A" (OPEN SPACE)
TO ADJACENT CROSSROADS SOUTH
PARCEL 1, AS PER M.B. 59, PAGES 13-21

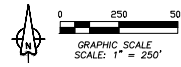
WESTERN LINE OF TRACT "A" (OPEN SPACE)
NORTHWEST CORNER
OF TRACT "A" (OPEN SPACE)
TO ADJACENT CROSSROADS SOUTH
PARCEL 1, AS PER M.B. 59, PAGES 13-21

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2D

PARCEL 3 LEGAL MAP

May 25, 2021



CROSSROADS CDD
PARCEL 3
(SOUTHWEST PARCEL)
Closure Report
Thu May 20 13:36:29 2021

Bearing	Distance
2092865.308	47233.072
Radius: 975.000	Chord: 590.352 Degree: 57°32'51" Di: Right
Length: 598.771	Date: 8/5/2017 Tangent: 308.681
Chord BRC: S 56°50'24" E	Rad-to-C: S 57°32'51" W Rad-Out: S 50°46'31" W
Radius Point: 2092855.846	47236.420
2092842.326	472746.242
2092855.868	47216.773
Radius: 1125.000	Chord: 813.889 Degree: 50°25'35" Di: Left
Length: 832.773	Date: 4/29/16 Tangent: 436.503
Chord BRC: S 62°20'25" E	Rad-to-C: S 62°20'25" E Rad-Out: N 08°22'05" E
Radius Point: 2092879.167	47390.349
2091564.168	47358.624
2091562.888	474851.101
2091289.589	474610.897
2091267.739	474759.300
2091541.058	474799.504
2091450.623	475412.833
Radius: 3780.000	Chord: 418.793 Degree: 25°37'37" Di: Right
Length: 420.190	Date: 8/7/16 Tangent: 210.493
Chord BRC: S 77°39'27" E	Rad-to-C: S 77°39'27" E Rad-Out: S 16°59'50" W
Radius Point: 2098890.527	47506.895
2091586.657	47552.484
2090974.735	475705.128
2090973.726	475984.822
2090674.173	476393.585
Radius: 1565.000	Chord: 1000.679 Degree: 37°39'47" Di: Left
Length: 1071.485	Date: 3/9/16 Tangent: 557.700
Chord BRC: S 50°04'47" E	Rad-to-C: S 50°04'47" E Rad-Out: N 69°56'20" E
Radius Point: 2090167.345	47773.829
2088623.508	478331.778
2088402.549	478749.825
Radius: 1115.000	Chord: 509.299 Degree: 57°07'19" Di: Right
Length: 310.289	Date: 1/26/17 Tangent: 156.159
Chord BRC: S 28°02'07" E	Rad-to-C: N 69°56'20" E Rad-Out: N 53°59'39" E
Radius Point: 2087829.511	477791.778
2087829.519	476950.191
2086552.982	478707.097
Radius: 985.000	Chord: 408.110 Degree: 5'49'07" Di: Right
Length: 411.887	Date: 1/26/17 Tangent: 208.580
Chord BRC: S 24°02'52" E	Rad-to-C: S 53°59'39" W Rad-Out: S 77°54'23" W
Radius Point: 2087445.815	477121.774
2087653.179	477136.413
2087862.119	476894.190
2087990.687	476894.190
2088051.254	476950.502
2088070.379	47672.286
2088739.460	47651.616
2088225.812	47619.565
2088428.551	47574.659
2088326.482	47524.281
2088226.009	47469.743
2088300.637	47374.357
2088353.802	47408.093
2088349.616	47437.583
2088395.770	47487.779
2088433.107	47536.837
2088480.800	47551.783
2088496.425	47567.242
2088525.354	47597.893
2088556.676	47628.438
2088602.342	47654.481
2088655.489	47681.607
2088693.892	47713.828
2088742.444	47749.192
2088791.443	47784.314
2088866.143	47829.227
2088923.147	47874.704
2088978.787	47923.982
2089018.083	47966.881
2089068.744	47989.905
2089110.341	47976.420
2089158.113	47910.057
2089220.787	47877.771
2089285.311	47819.555
2089345.420	47728.147
2089404.798	47628.830
2089453.575	47528.911
2089513.942	47426.464
2089446.506	47282.512
2092801.645	47284.021
2092865.308	47252.072

GENERAL NOTES:
 1) BEARINGS SHOWN HEREIN ARE BASED ON THE COMMON BOUNDARY LINE OF SECTION 2 AND SECTION 16 AS SHOWN BY THE MONUMENTS AND ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA) NATIONAL GEODETIC SURVEY (NAD 83) DATUM, NORTH AMERICA DATUM OF 1983 (DOTT) OF NAD83 (DOTT) FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM FOR ZONE 16N (EAST).
 2) THIS SKETCH IS PREPARED BY OR UNDER THE SUPERVISION OF THE ENGINEER LISTED ON THIS SKETCH AND ONLY FOR THE PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS SKETCH WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ENGINEER IS STRICTLY PROHIBITED. USE OF THIS SKETCH IN ANY SUBSEQUENT TRANSACTIONS IS EXPRESSLY PROHIBITED AND IS NOT AUTHORIZED BY THE SURVEYOR AND/OR FIRM. THE SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY OBLIGATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PARTY OTHER THAN THOSE LISTED ON THIS SKETCH SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.
 3) UNLESS A TITLE COMMITMENT IS REFERENCED GRAPHICALLY ON THE FACE OF THIS SKETCH, THERE MAY BE ADDITIONAL COVENANTS AND RESTRICTIONS SUBSEQUENT TO RECORD, BUILDING RESTRICTIONS, EASEMENTS, ENCUMBRANCES AND OTHER MATTERS, INCLUDING BUT NOT LIMITED TO, EASEMENTS, ENCUMBRANCES AND OTHER MATTERS, WHICH ARE NOT RECORDED OR A PART OF A STATE OF FLORIDA UNIFORM REVENUE STANDARDS SURVEY, AS OUTLINED IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE, 55-172.05.
 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND SURVEYOR AND/OR REGISTERED TO THE SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 5) NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS, ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THE SURVEY. ANY OTHER USE, BENEFIT OR LIABILITY OF ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. THIS SURVEYING FIRM AND THE SIGNING SURVEYOR IS RESPONSIBLE ONLY TO THOSE THAT APPEAR IN THE CERTIFICATE AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF OTHERS (INDIVIDUAL OR BUSINESS) TO USE THIS SURVEY WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.
 6) THIS MAP DOES NOT REPRESENT A "BOUNDARY" SURVEY, AS PER THE CURRENT FLORIDA STATUTES, REGARDING THE STATE OF FLORIDA, UNIFORM REVENUE STANDARDS.
 7) THE ENGINEER MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL DRAWING. THE GRAPHIC SCALE SHOULD BE UTILIZED TO DETERMINE THE TRUE SIZE AND SCALE OF THE ORIGINAL SIZE AND SCALE.
 8) UNLESS OTHERWISE NOTED, ANY PORTION OF THE SUBJECT PROPERTY GRAPHICALLY SHOWN ON THIS SKETCH IS NOT TO BE CONSIDERED AS A PART OF THE SURVEY. THE SURVEYOR HAS CONDUCTED VISUAL AND ENVIRONMENTAL RETAIL AND AERIAL PHOTOGRAPHIC SURVEYS AND HAS PERFORMED VISUAL EXAMINATIONS OF THE PROPERTY AND THE ENVIRONMENT. THE SURVEYOR HAS CONDUCTED VISUAL AND ENVIRONMENTAL RETAIL AND AERIAL PHOTOGRAPHIC SURVEYS AND HAS PERFORMED VISUAL EXAMINATIONS OF THE PROPERTY AND THE ENVIRONMENT. THE SURVEYOR HAS CONDUCTED VISUAL AND ENVIRONMENTAL RETAIL AND AERIAL PHOTOGRAPHIC SURVEYS AND HAS PERFORMED VISUAL EXAMINATIONS OF THE PROPERTY AND THE ENVIRONMENT. THE SURVEYOR HAS CONDUCTED VISUAL AND ENVIRONMENTAL RETAIL AND AERIAL PHOTOGRAPHIC SURVEYS AND HAS PERFORMED VISUAL EXAMINATIONS OF THE PROPERTY AND THE ENVIRONMENT.
 9) THIS SKETCH AND LEGAL MAP WAS PREPARED FROM A PREVIOUS SURVEY BY THIS FIRM, AND A DIGITAL CAD FILE PROVIDED TO THIS FIRM BY DUNA & ASSOCIATES, INC. (DUNA) IS BEING USED FOR SURVEYING PURPOSES. THIS FIRM AND/OR ASSOCIATES, INC. MAY BE RESPONSIBLE FOR ANY CHANGES MADE TO THIS FILE OR PRINTED COPY OF THIS SKETCH WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.

LAND OWNER: JEA SPECIAL WARRANTY DEED
 COMPANY: JEA DEVELOPMENT MANAGEMENT, LLC
 O.R. BOOK 100, PAGE 108
 P.N. NO. 00882-000

CURVE TABLE FOR THIS SKETCH

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	BEARING	CHORD LENGTH
C1	873.000	35.7411°	389.711	S 28°20'25" E	590.350
C2	1125.000	43.444°	632.771	S 62°20'25" E	813.889
C3	2760.000	83°34'23"	430.119	S 77°39'27" E	418.793
C4	1565.000	39°14'20"	1071.486	S 50°04'47" E	1000.679
C5	1115.000	15°04'41"	510.319	S 16°59'50" W	509.299
C6	985.000	23°54'44"	411.000	S 24°02'52" E	408.110

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE
L1	N 03°15'11" E	286.69
L2	N 08°26'59" W	61.28
L3	N 74°29'51" E	26.89
L4	N 16°12'26" W	26.89
L5	N 38°35'43" W	53.78
L6	N 59°29'17" W	51.88
L7	S 68°20'54" W	55.00
L8	N 59°29'17" W	54.54
L9	N 51°57'40" W	121.11
L10	N 32°02'07" E	63.00
L11	S 81°43'49" E	29.80
L12	N 47°23'09" E	68.19
L13	N 50°43'15" E	61.00
L14	N 17°24'00" E	49.98
L15	N 44°14'59" E	21.99
L16	N 48°45'00" E	42.29
L17	N 44°14'59" E	43.68
L18	N 29°41'44" E	52.57
L19	N 02°20'07" E	53.69
L20	N 22°29'29" W	41.48
L21	N 14°48'35" W	50.29
L22	N 28°20'25" W	54.89
L23	N 09°03'59" W	74.79
L24	N 18°45'44" E	60.37
L25	N 20°58'41" E	58.57
L26	N 32°14'54" E	66.59
L27	N 30°48'52" E	56.88
L28	N 20°41'44" E	52.57
L29	N 04°21'42" E	47.91
L30	N 08°27'45" E	63.14
L31	N 01°58'15" E	64.23
L32	N 09°13'59" E	60.87
L33	N 01°21'26" E	56.40
L34	N 10°27'44" E	50.01
L35	N 53°03'27" E	33.29

150' EA. (CARROLLVILLE ELECTRIC AUTHORITY) EASEMENT, AS PER O.R. BOOK 878, PAGE 1152, AS AFFECTED BY ASSIGNMENT OF RIGHTS RECORDED IN BOOK 986, PAGE 108. (UTILITY POLES AND OVERHEAD UTILITY LINES, WERE NOT PHYSICALLY LOCATED BY THIS FIRM.)

JOHNSON B. BROWN
 STATE OF FLORIDA
 REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 4600
 MAP DATE: MAY 21, 2021
 JOB NO.
 CAD FILE: CROSSROADS/CDD
 MAP/CDD PARCEL 3.DWG

Prepared by
 A & J Land Surveys, Inc.
 Jacksonville, Florida 32207
 Phone: (904) 731-1111
 Fax: (904) 731-1111

SPECIAL WARRANTY DEED
 RECEIVED BY THE STATE OF FLORIDA
 IN NOTORIAL PUBLICS, INC. L.P.
 O.R. BOOK 100, PAGE 108

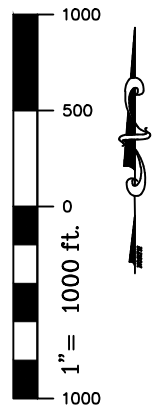
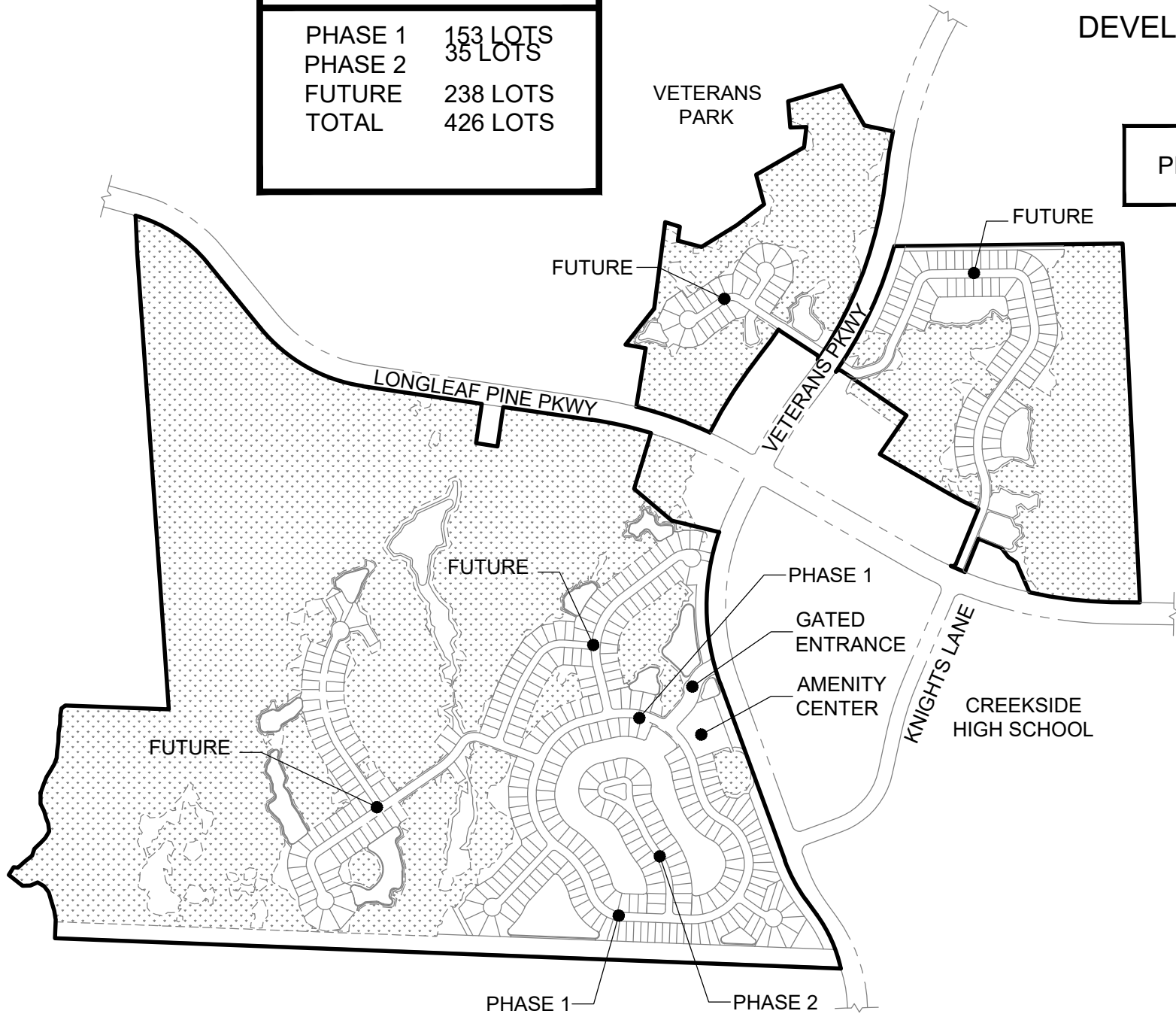
LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

DEVELOPMENT PHASING	
PHASE 1	153 LOTS
PHASE 2	35 LOTS
FUTURE	238 LOTS
TOTAL	426 LOTS

EXHIBIT 3

PROJECT LAYOUT

May 25, 2021



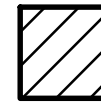
LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 4

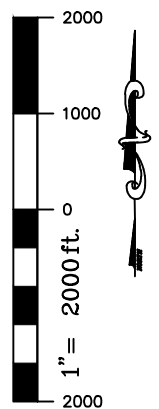
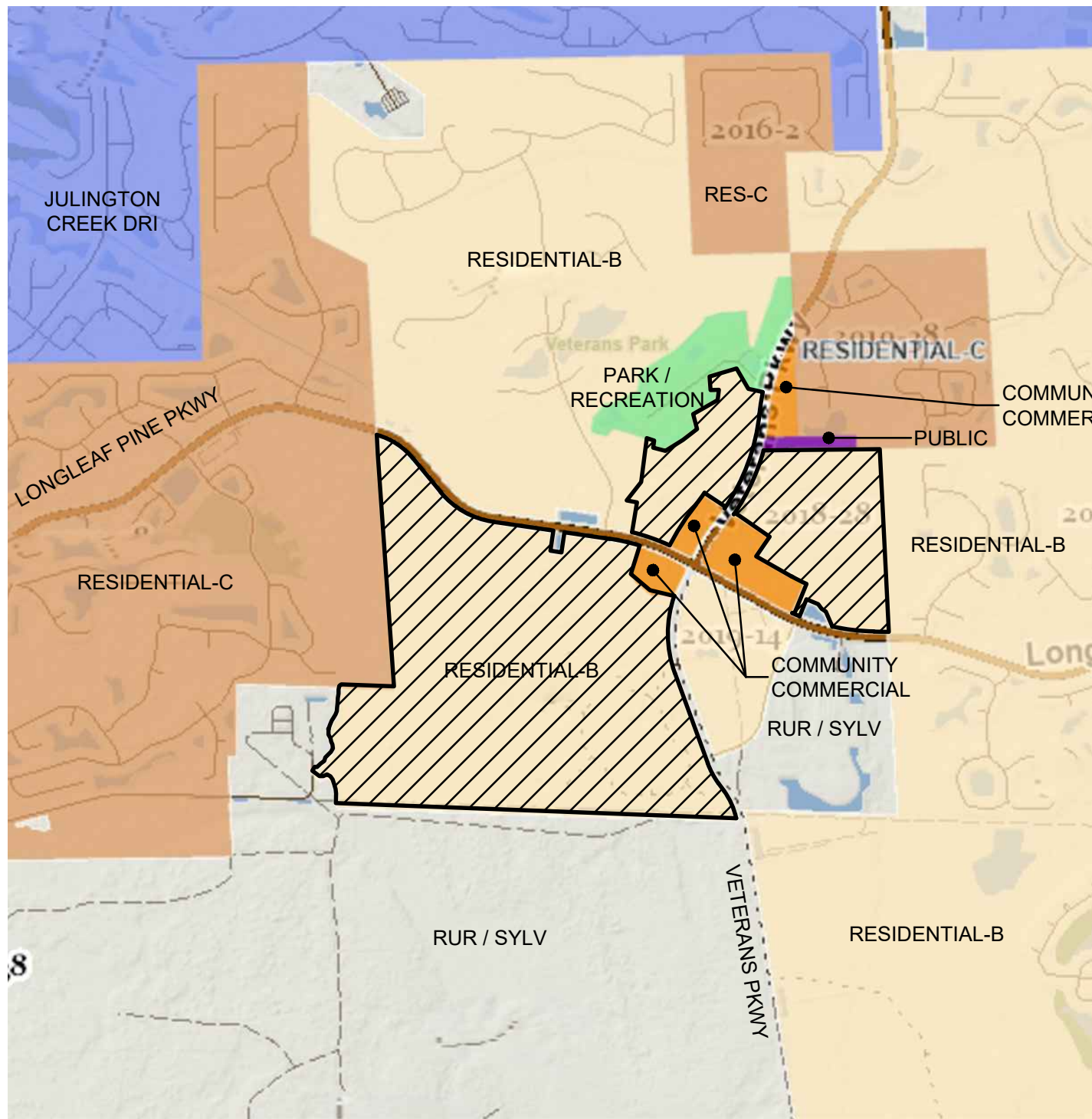
EXISTING / FUTURE
LAND USE

May 25, 2021

LEGEND



LONGLEAF PINE
CDD



LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5A

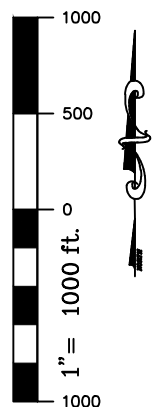
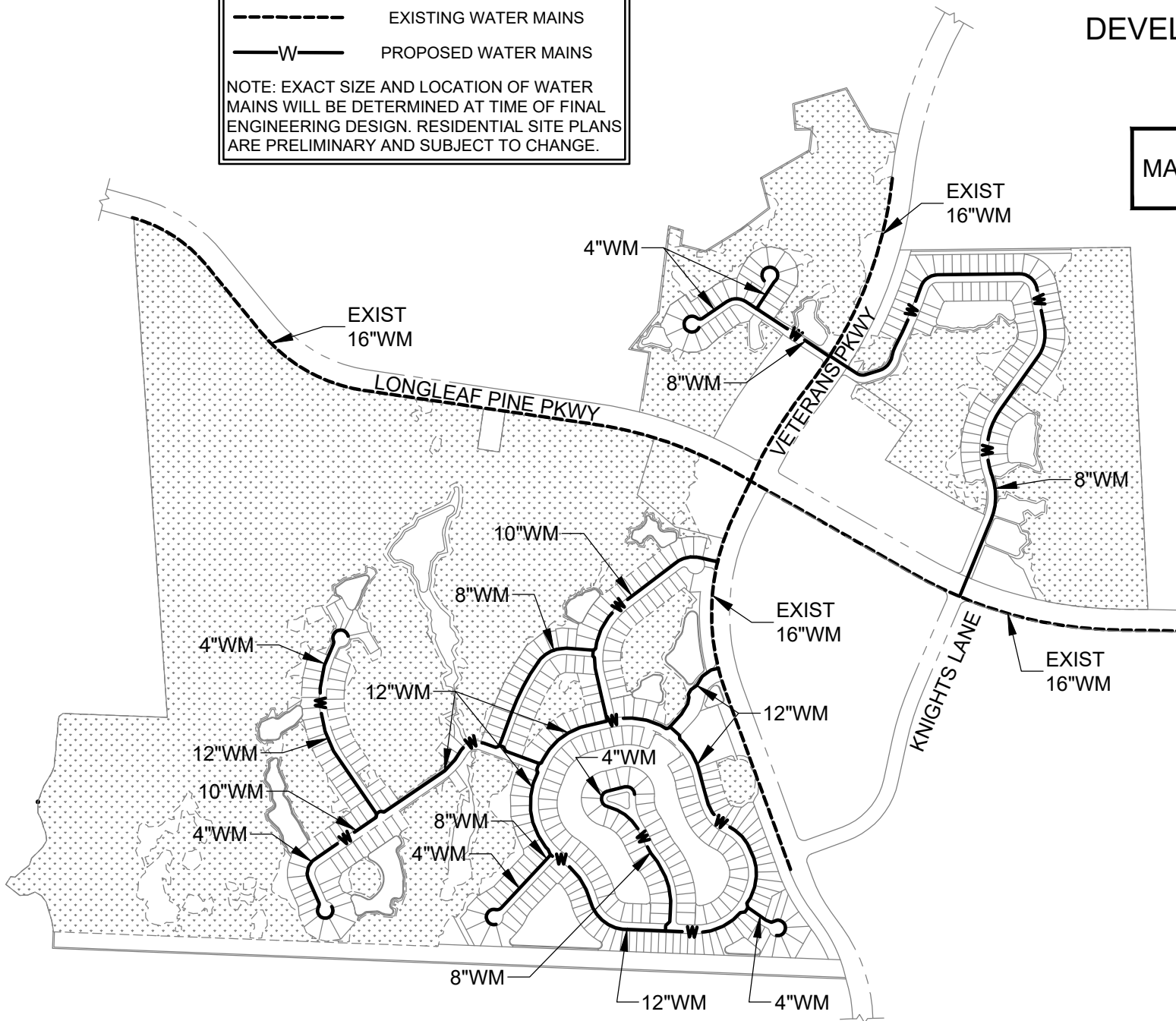
MASTER WATER PLAN

May 26, 2021

LEGEND

----- EXISTING WATER MAINS
—W— 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.



LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5B

MASTER REUSE PLAN

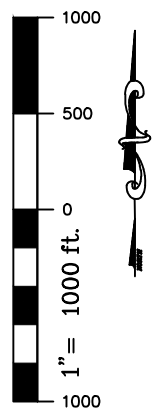
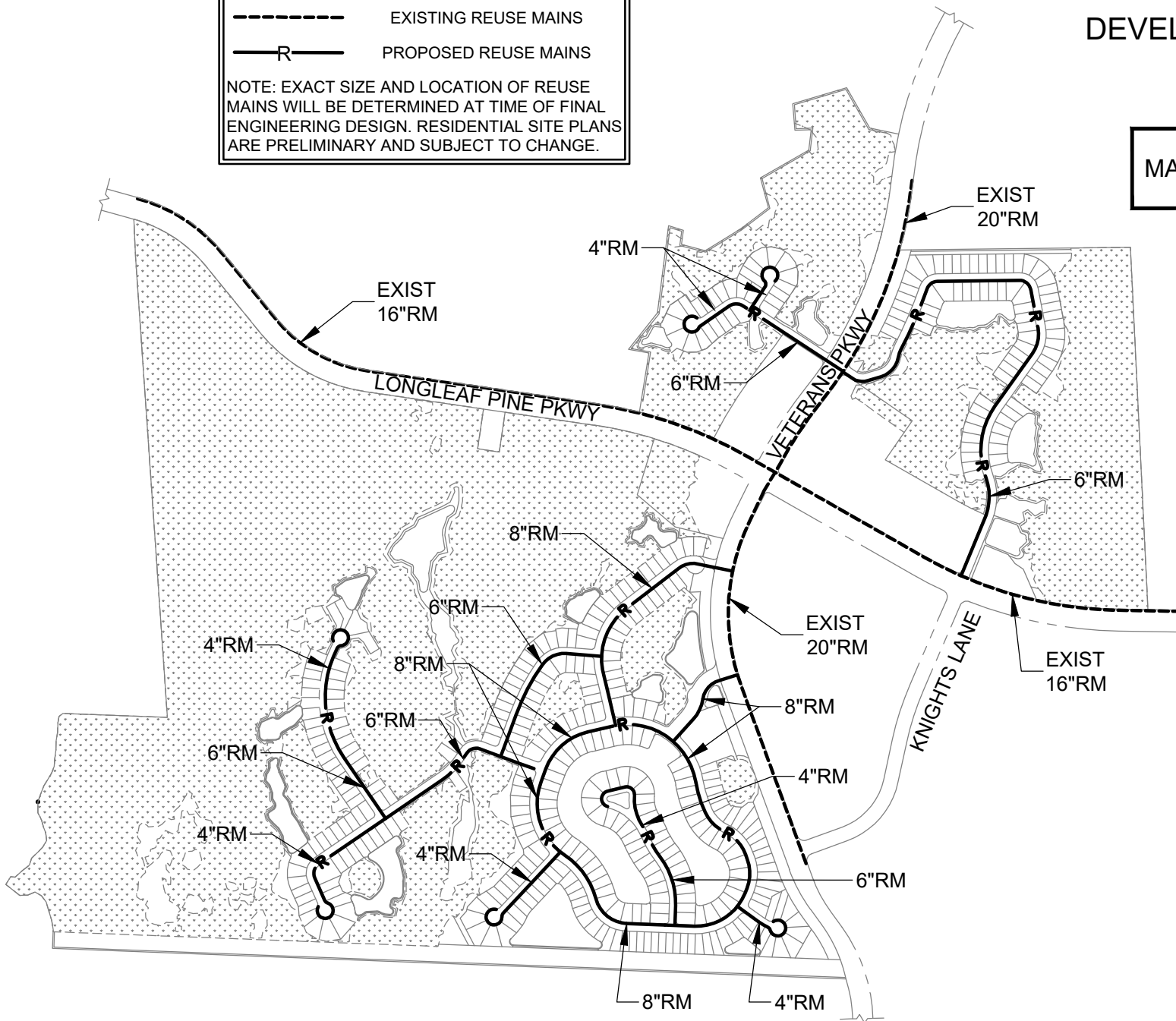
May 26, 2021

LEGEND

----- EXISTING REUSE MAINS

—R— 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.



LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5D

MASTER DRAINAGE PLAN

May 26, 2021

LEGEND

— PROPOSED STORM DRAINAGE PIPES

② 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.

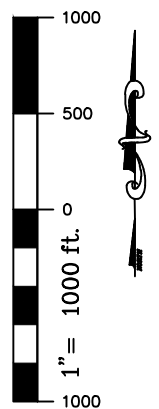
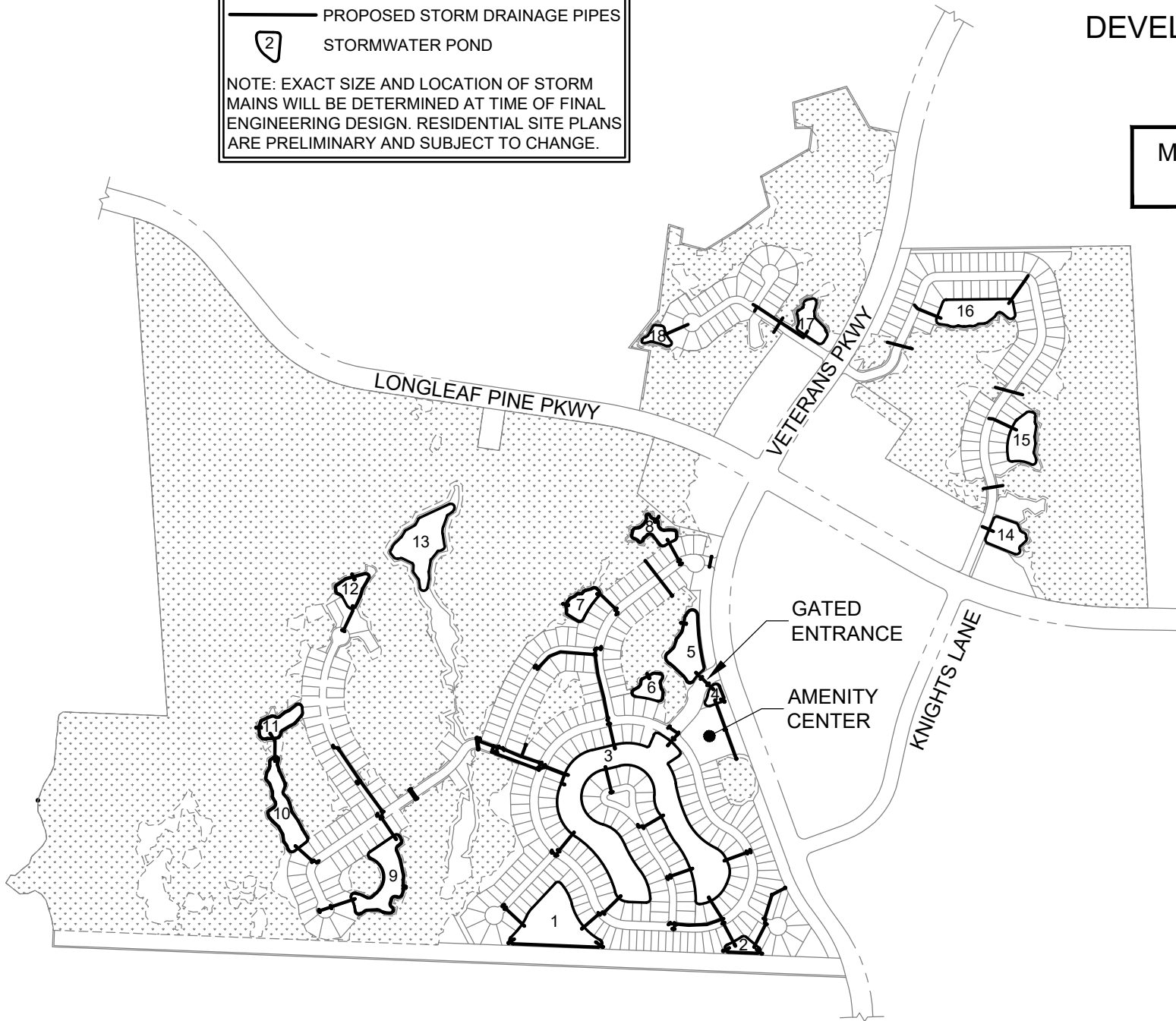


EXHIBIT “6”

PROPOSED INFRASTRUCTURE PLAN LONGLeAF PINE COMMUNITY DEVELOPMENT DISTRICT

FACILITY	OWNERSHIP	OPERATION MAINTENANCE
Roadways	HOA & CDD	HOA & CDD
Water, Reuse & Wastewater	JEA	JEA
Stormwater Management	CDD	CDD
Landscaping/Entranceway	CDD	CDD

Acceptance of any offer of dedication shall be at the sole discretion of the Board of County Commissioners. Nothing herein shall be construed as affirmative acceptance by the Board of County Commissioners of improvements or any operation and maintenance obligation of the District.

EXHIBIT “7”

ESTIMATED COST SUMMARY LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

COST ESTIMATE SHEET LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

INFRASTRUCTURE COSTS	Total	Annual Outlay ³		
		2021	2022	2023
1. Clearing and Earthwork	4,757,500	1,409,760	352,440	2,995,300
2. Roadway Improvements	470,000	200,000	20,000	250,000
3. Utilities (Water, Reuse, Sewer) ¹	6,310,700	1,870,000	467,500	3,973,200
4. Stormwater Systems	2,611,000	633,000	514,000	1,464,000
5. Landscaping/Entrance Way	527,000	0	527,000	0
6. Engineering, Testing, Planning, CEI	850,000	400,000	200,000	250,000
TOTAL COSTS	\$15,526,200			

1. Includes all Water, Reuse, Sewer, Sewer Force Main, and Pump Stations.
2. These estimates contemplate the exercise of special powers pursuant to Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes.
3. Represents anticipated annual outlay of costs based on anticipated construction timeline.
4. 10% contingency has been added to all costs in 2021 and 2022.

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.

All estimates are 2021 dollars. All estimated costs are based on existing contracts for phase 1 and projections for the future phases. This cost summary contemplates the exercise of special powers by the District.

**LONGLEAF PINE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Supplemental Assessment
Methodology Report



SUPPLEMENTAL ASSESSMENT METHODOLOGY, SERIES 2022 BONDS

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

May 2022

Prepared for:

**Members of the Board of Supervisors,
Longleaf Pine Community Development District**

Prepared on May 11, 2022

PFM Financial Advisors LLC
3501 Quadrangle Boulevard, Ste 270
Orlando, FL 32817



SUPPLEMENTAL ASSESSMENT METHODOLOGY, SERIES 2022 BONDS LONLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

May 11, 2022

1.0 Introduction

1.1 Purpose

This Supplemental Assessment Methodology, Series 2022 Bonds (“Supplemental Report”) provides a methodology for allocating the assessments securing the repayment of the planned Series 2022 Capital Improvement Revenue Bonds (“Series 2022 Bonds” or “Bonds”) to be issued by the Longleaf Pine Community Development District (the, “District”). This Supplemental Report applies and operates pursuant to the “Master Assessment Methodology,” (“Methodology”) dated October 12, 2021.

This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District was created on September 23, 2021. The District encompasses approximately 528.53 acres in St. Johns County. Dunn & Associates, Inc. (“District Engineer”) prepared the Engineer’s Report Capital Improvement For Infrastructure for Longleaf Pine, dated October 12, 2021 (the “Master Engineer’s Report”) describing the capital improvement program for the District (the “CIP”) which was estimated to cost approximately \$18.1 million. The Supplemental Engineer’s Report Capital Improvements for Infrastructure, dated March 17, 2022 (“Engineer’s Report”)¹ includes updated CIP costs in the amount of \$15,526,200, (the, “Series 2022 Project”) and provides a description of the area and a location map.

This Supplemental Report provides a methodology to allocate the debt over the approximately 528.53 acres in the District that will receive a special benefit from the installation of the proposed District’s portion of the capital improvement plan (“CIP” and/or “Series 2022 Project”). It is the District’s debt-funded capital infrastructure improvements that will allow the development of the lands within the District. By making development of the lands within the District possible, the District creates benefits to the lands within the District.

¹ Dunn & Associates, Inc., (March 17, 2022), “Supplemental Engineer’s Report Capital Improvement for Infrastructure”



The methodology described herein allocates the District's debt to the District's lands based upon the benefits received from the infrastructure program. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.²

1.3 Projected Land Use Plan for the District

Table 1 summarizes the land use development plan. As detailed in the Engineer's Report, the land use plan envisions a mix of residential units over multiple phases. At this time the established development entity ICI Crossroads Holdings, LLC ("Developer") intends to develop the property as described in the Engineer's Report.

Table 1. Development Plan for Longleaf Pine

<u>Land Use</u>	<u>Total</u>
SF 50' Lot	58
SF 60' Lot	368
Totals	426

Source: Developer and Dunn and Associates, Inc

The Series 2002 Project is based on the land uses the Developer plans for the lands within the District as shown in Table 1. However, until either: (a) parcels of land along with their development entitlements are sold by the landowner to the new landowner and entitlements conveyed or (b) plats are filed, the precise land uses are unknown.

The methodology described herein initially allocates the District's debt over the gross acreage in the District on an equal acreage basis. As such acreage is sold with entitlements transferred thereto or is developed and platted, the Series 2022 Assessments are allocated on a per lot basis.

The Series 2022 Assessments levied in connection with the Series 2022 Bonds will initially be allocated over all acreage within the District. The Series 2022 Assessments will then be allocated on a per lot basis upon sale of property with specific entitlements transferred thereon or platting of the units within the District. Based on the sizing of the Series 2022 Bonds, it is anticipated the Series 2022 Assessments levied in connection with the Series 2022 Bonds will be allocated to the assessable units within the District as illustrated in Tables 4 and 5.

1.4 CIP - Infrastructure Installation

The District will construct its public infrastructure and improvements as outlined in the Engineer's Report, as prepared by the District Engineer. The District infrastructure and improvements for the District's Series 2022 Project are presented in Table 2.

² See for City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)



Table 2. Summary of CIP Cost Estimates – Series 2022 Project

Item No.	Description	TOTALS
1	Clearing and Earthwork	\$4,757,500
2	Roadway Improvements	\$470,000
3	Utilities (Water, Reuse, Sewer, Electrical)	\$6,310,700
4	Stormwater Systems	\$2,611,000
5	Landscaping/Entrance Way	\$527,000
6	Engineering, Testing, Planning, CEI	\$850,000
	Total	\$15,526,200

Source: Dunn and Associates, Inc.

(1) Any costs outlined in the Engineer's Report not funded with bond proceeds will be funded via Developer's Agreement with the District

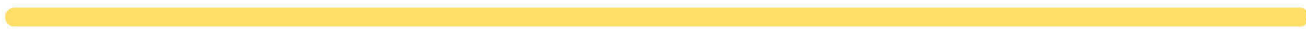
1.5 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC, the Assessment Consultant's ("PFM" and/or "AC") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is impossible, and, accordingly, a special assessment is valid as long as there is a logical relationship between the services provided and the benefit to real property. A court must give deference to the District's determinations regarding the levy of special assessments, and such special assessments are only invalid if the District's determinations are found to be arbitrary.

1.6 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements, development of property in the District would not be permitted.

The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the developable property within the District. The CIP described in the District Engineer's Report enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.



2.0 CIP Plan of Finance

The District's Series 2022 Bonds will have a total par value of \$9,370,000. Table 3 presents the details for the Series 2022 Bonds.

Table 3. Details of the Series 2022 Bonds

<u>Bond Fund</u>	<u>Total Bonds Value</u>
Construction/Acquisition Fund	\$8,504,563
Debt Service Reserve	\$317,500
Capitalized Interest	\$218,737
Costs of Issuance (includes Underwriter's Discount)	<u>\$329,200</u>
Maximum Bond Principal	\$9,370,000
Average Annual Interest Rate:	5.44%
Term (Years):	30
Maximum Net Annual Debt Service:	\$635,000
Maximum Gross Annual Debt Service (1):	\$675,532

Source: MBS Capital Markets LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 6.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology consists of five steps described below. First, the District Engineer estimates the costs for the District improvements needed for the buildout of the District. Second, the District Engineer determines the gross acres that benefit from the Series 2022 Project. Third, the District's bond underwriter and AC determine the total funding amount (including financing costs) needed to acquire and/or construct a portion of the Series 2022 Project. Fourth, consistent with the Master Methodology, this amount is initially divided equally among the benefited properties in the District on a gross assessable acreage basis. Finally, as land is sold with entitlements or platted, the debt is allocated on a per lot basis on the assessable lands within the District.

As described more fully below, the District is issuing \$9,370,000 in Series 2022 Bonds to fund a portion of the Series 2022 Project to provide for a debt service reserve account, to capitalize a portion of the interest on the Series 2022 Bonds, and to fund other costs associated with issuing the Series 2022 Bonds. It is the debt represented by the Series 2022 Bonds that is anticipated to be fully allocated to properties within the District that benefit from the Series 2022 Project.



3.2 Allocation of Specific Assessments

The assessment methodology allocates debt to specific properties in the District based upon the benefit that each one receives from the Series 2022 Project funded by proceeds of the Series 2022 Bonds. The improvements proposed for Series 2022 Project in the District to be acquired and/or constructed with District funds will benefit all acres in the District. Each of the acres of land within the District will initially share equally in the benefits/costs bestowed by such improvements and upon sale with entitlements transferred thereto or property is developed and platted the special assessments securing the Series 2022 Bonds will be allocated on a per lot basis, as illustrated in Table 4 and Table 5.

More specifically, the Series 2022 Assessments levied in connection with the Series 2022 Bonds will initially be levied on an equal acreage basis over all acreage within the District and then be allocated on a per unit basis as illustrated in Tables 4 and 5 upon the sale of property with specific entitlements transferred thereto or platting within the District. The Series 2022 Bonds are sized to correspond to the collection of Series 2022 Assessments from all 426 residential units planned in the District.

As noted above, as long as two basic principles are adhered to, Florida law generally allows the District Board some latitude in determining the appropriate methodology to allocate the costs of its CIP to benefiting properties in the District. The two principles are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units (“ERU”), dwelling units, and acreage. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in *Winter Springs v. State*.³ In addition, the ERU methodology is widely used in other similar CDDs. Note that the current development plan includes two lot sizes; however, any additional lot size(s) will be assessed via benefits based on its lot width (front feet) consistent with the Methodology.

Table 4 contains the allocation of the District’s CIP costs, as financed, to the Development Units planned for the District based on the ERU value assigned to each Development Unit. Table 5 shows the annual bond debt service assessments associated with the bond par allocations found in Table 4. Table 5 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual Development Units at that time.

³ City of Winter Springs v. State, 776 So.2d 255 (Fla 2003)



Table 4. Allocation of the Costs of the District's CIP, as Financed

<u>Land Use</u>	<u>Volume</u>	<u>ERU/Unit</u>	<u>ERUs</u>	<u>%ERU</u>	<u>Total Debt</u>	<u>Debt/Unit</u>
SF 50' Lot	58	1.00	58.0	13%	\$1,174,287	\$20,246
SF 60' Lot	368	1.10	404.8	87%	\$8,195,713	\$22,271
	=====		=====	====	=====	
Total	426		462.8	100%	\$9,370,000	

Source: PFM Financial Advisors LLC (*the SF-50 lots size includes lots up to 55')

Table 5. Summary of Annual Assessments

<u>Land Use</u>	<u>Debt/Unit</u>	<u>Annual Assessment per Unit</u>	<u>Administrative Costs per Unit</u>	<u>Total Annual Assessment per Unit (1)</u>
SF 50' Lot	\$20,246	\$1,372	\$88	\$1,460
SF 60' Lot	\$22,271	\$1,509	\$96	\$1,606

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 6.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

3.3 True-Up Mechanism

Although the District does not process plats, it does have an important role to play during the course of development. Whenever a parcel's land use and development density and intensity is determined with sufficient certainty, the District must allocate a portion of its debt to the parcel according to the procedures outlined in Section 3.2 above. In addition, the District must also prevent any buildup of debt on land that has not yet been developed. Otherwise, the land could be fully subdivided without all of the debt being allocated.

To preclude this, a test is conducted when development thresholds are reached within the District. As long as the development at these thresholds does not cause the debt on the remaining land to increase above a debt ceiling level illustrated in Table 8 below, then no further action is necessary. However, if the debt on the remaining land does increase, a debt reduction payment will be necessary.

The debt ceiling level is established at the time each series of bonds is issued. For example, the District may issue up to \$9,370,000 in Bonds to fund the CIP. According to the Engineer's Report, there are approximately 528.53 gross acres of land within the District. Each of these acres will be assigned an equal assessment of the \$9,370,000 in remaining unassigned bond debt assessments. Therefore, and assuming for purposes of this illustration that all \$9,370,000 in anticipated bond debt is issued by the District to fund its CIP, the ceiling level of debt for developable and assessable properties would be \$17,728 per acre ($\$9,370,000 / 528.53$). This ceiling level is based upon the best information available at the time of this report, is subject to change, and will only be finalized at the time of the District's first bond issuance.

A test will be conducted when 25%, 50%, 75%, and 90% of the acreage within the District has been developed. The ceiling amount of debt is determined at the time any District bond issuance is closed. The debt ceiling level is the ratio of the amount of debt outstanding divided by the number of acres of land for which no debt allocation has occurred as per this methodology. Table 6 illustrates when the



true-up test will be applied to determine if debt reduction payments are required. However, a true-up payment may be suspended at the District’s discretion. If the property owner can demonstrate to the District, and the District finds in its discretion (consistent with the opinion of the District Engineer), that all necessary land use approvals, including applicable zoning, can reasonably and economically support development totaling greater than or equal to 426 residential units, on the remaining unplatted developable acreage within the remaining acres, a true-up payment may be suspended.

Table 6. True- Up Thresholds

Category	<u>25%</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
Platted Developable Acres	132.1	264.3	396.4	475.7	528.5
Unplatted Developable Acres	396.4	264.3	132.1	52.9	-
Debt Ceiling per Acre	\$17,728	\$17,728	\$17,728	\$17,728	\$17,728

In the event that additional land not currently subject to the assessments required to repay the debt associated with the CIP is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the special assessments, with all previously-assessed parcels receiving a relative adjustment in their assessment levels.

4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District’s CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District (“Contribution”). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner’s Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer’s Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District’s issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District’s discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.



5.0 Assessment Roll

Table 7 outlines the bond principal assessment per assessable acre for the District. A description of the District, which will be assessed to secure the repayment of the District's Series 2022 Bonds, is found in Exhibit "A." The assessments shall be paid in not more than thirty (30) annual installments for the Series 2022 Bonds.

Table 7. Assessment Roll

<u>Parcel ID Numbers</u>	<u>Assessable Acreage</u>	<u>Bond Principal Assessment</u>	<u>Bond Principal Assessment per Acre</u>	<u>Net Total Bond Annual Assessment</u>	<u>Net Annual Assessment per Acre</u>	<u>Bond Gross Annual Assessment (1)</u>	<u>Bond Gross Annual Assessment per Acre (1)</u>
Exhibit "A" - Legal Description	528.53	\$9,370,000	\$17,728	\$635,000	\$1,201	\$675,532	\$1,278

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 6.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



EXHIBIT "A"
LEGAL DESCRIPTION OF LAND LOCATED WITHIN THE DISTRICT*

*Source: Petition to Establish Longleaf Pine CDD

EXHIBIT A

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

LONGLEAF PINE CDD
PARCEL No. 1 (NORTHWEST PARCEL)

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST SOUTHEASTERLY CORNER OF TRACT "B", AS SHOWN ON THE PLAT OF "JULINGTON LAKES - PHASE 1", AS RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTHERLY NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 244 WEST, (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE EASTERLY BOUNDARY OF SAID TRACT "B", AS SHOWN ON THE PLAT OF "JULINGTON LAKES - PHASE 1", AS RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 09°04'52" EAST, A DISTANCE OF 410.18 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 79°54'52" WEST, A DISTANCE OF 142.31 FEET, TO A POINT; COURSE No. 3: RUN THENCE, NORTH 38°27'50" EAST, A DISTANCE OF 319.30 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 07°12'52" EAST, A DISTANCE OF 602.74 FEET, TO A POINT ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED (PARK DONATION), FROM RAYLAND, LLC TO ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2268, PAGE 810; RUN THENCE, ALONG THE BOUNDARY LINES OF LAST SAID LANDS, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 72°49'45" EAST, A DISTANCE OF 106.53 FEET, TO A POINT; COURSE No. 2: RUN THENCE, SOUTH 07°38'08" WEST, A DISTANCE OF 98.34 FEET, TO A POINT; COURSE No. 3: RUN THENCE, SOUTH 75°18'10" EAST, A DISTANCE OF 169.39 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 58°22'41" EAST, A DISTANCE OF 284.64 FEET, TO A POINT; COURSE No. 5: RUN THENCE, NORTH 52°36'34" EAST, A DISTANCE OF 239.36 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 14°54'45" WEST, A DISTANCE OF 212.71 FEET, TO A POINT; COURSE No. 7: RUN THENCE, NORTH 60°13'55" EAST, A DISTANCE OF 382.87 FEET, TO A POINT; COURSE No. 8: RUN THENCE, NORTH 06°57'54" EAST, A DISTANCE OF 141.23 FEET, TO A POINT; COURSE No. 9: RUN THENCE, SOUTH 87°59'28" WEST, A DISTANCE OF 112.65 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 04°35'59" WEST, A DISTANCE OF 182.11 FEET, TO A POINT; COURSE No. 11: RUN THENCE, NORTH 73°26'52" EAST, A DISTANCE OF 385.59 FEET, TO A POINT; COURSE No. 12: RUN THENCE, SOUTH 29°44'51" EAST, A DISTANCE OF 318.75 FEET, TO A POINT; COURSE No. 13: RUN THENCE, SOUTH 78°18'04" EAST, A DISTANCE OF 202.27 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 223 - NORTH SEGMENT, (ALSO KNOWN AS VETERANS PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 223 - NORTH SEGMENT, (ALSO KNOWN AS VETERANS PARKWAY), THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 05°58'49" TO THE LEFT, AN ARC DISTANCE OF 306.86 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°04'21" WEST, 306.72 FEET; COURSE No. 2: RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 28°17'38" TO THE RIGHT, AN ARC DISTANCE OF 1,377.76 FEET, TO A POINT OF CUSP OF A CURVE, OF A CURVE LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°13'14" WEST, 1,363.80 FEET; DEPARTING FROM THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 223 - NORTH SEGMENT, AND ALONG AND AROUND THE ARC OF A CURVE, LEADING NORTHWESTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°08'23" TO THE LEFT, AN ARC DISTANCE OF 39.77 FEET, TO A POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°12'08" WEST, 35.71 FEET; RUN THENCE, NORTH 56°46'20" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 303.63 FEET, TO A POINT OF INTERSECTION; RUN THENCE, NORTH 51°03'42" WEST, A DISTANCE OF 15.06 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING SOUTHWESTERLY; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,445.98 FEET, THROUGH A CENTRAL ANGLE OF 04°41'40" TO THE RIGHT, AN ARC DISTANCE OF 200.41 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°14'34" WEST, 200.35 FEET; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 3,284.00 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" TO THE LEFT, AN ARC DISTANCE OF 657.90 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 244 WEST, (ALSO KNOWN AS LONGLEAF PINE PARKWAY), SAID POINT ALSO BEING ON THE ARC OF A CURVE, LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°51'03" WEST, 656.80 FEET; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 10°33'15" TO THE LEFT, AN ARC DISTANCE OF 541.56 FEET, TO THE AFORESAID MOST SOUTHEASTERLY CORNER OF TRACT "B", "JULINGTON LAKES - PHASE 1", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°40'21" WEST, 540.79 FEET.

THE LANDS THUS DESCRIBED CONTAINS 2,118,472 SQUARE FEET, OR 48.63 ACRE, MORE OR LESS, IN AREA

LONGLEAF PINE CDD
PARCEL 2 (NORTHEAST PARCEL)

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEING AT THE MOST SOUTHWEST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE PLAT OF "COUNTY ROAD 223-NORTH SEGMENT", AS RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 89°18'41" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT "A", (STORMWATER MANAGEMENT FACILITY), AND ALSO BEING THE COMMON BOUNDARY LINE BETWEEN SECTIONS 2 AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, A DISTANCE OF 1,580.67 FEET, TO A POINT; RUN THENCE SOUTH 02°46'59" EAST, A DISTANCE OF 1,734.45 FEET, TO THE NORTHWEST CORNER OF TRACT 1 (OPEN AREA), (DURBIN CROSSING SOUTH PHASE 1); AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 73 THROUGH 100 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; CONTINUE TO RUN SOUTH 02°46'59" EAST, ALONG THE AFORESAID WESTERLY LINE OF TRACT 1 (OPEN AREA), A DISTANCE OF 753.74 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 244 EAST; (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 13 THROUGH 21 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 89°06'24" WEST, A DISTANCE OF 197.57 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY; COURSE No. 2: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 11°45'20" TO THE RIGHT, AN ARC DISTANCE OF 572.43 FEET, TO THE SOUTHEAST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF "COUNTY ROAD 244 EAST", LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°13'44" WEST, 571.43 FEET; RUN THENCE, ALONG THE BOUNDARIES OF SAID TRACT "A" STORMWATER MANAGEMENT FACILITY, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 23°36'55" WEST, A DISTANCE OF 225.61 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 55°59'29" WEST, A DISTANCE OF 67.88 FEET, TO A POINT; COURSE No. 3: RUN THENCE, NORTH 37°18'05" WEST, A DISTANCE OF 78.59 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 67°41'52" WEST, A DISTANCE OF 171.53 FEET, TO A POINT; COURSE No. 5: RUN THENCE, SOUTH 22°18'08" WEST, A DISTANCE OF 250.00 FEET, TO A POINT, ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD 244 EAST" (ALSO KNOWN AS LONGLEAF PINE PARKWAY); RUN THENCE, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING COURSE AND DISTANCE:

COURSE No. 1: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 02°09'16" TO THE RIGHT, AN ARC DISTANCE OF 104.91 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°37'15" WEST, 104.90 FEET; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 92°09'15" TO THE LEFT, AN ARC DISTANCE OF 40.21 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°22'46" EAST, 36.01 FEET; RUN THENCE, NORTH 22°18'08" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 398.47 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY; RUN THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 30,379.28 FEET, THROUGH A CENTRAL ANGLE OF 00°01'50" TO THE RIGHT, AN ARC DISTANCE OF 16.21 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°39'59" EAST, 16.21 FEET; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,349.69 FEET, THROUGH A CENTRAL ANGLE OF 05°25'14" TO THE RIGHT, AN ARC DISTANCE OF 222.29 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°03'29" WEST, 222.21 FEET; RUN THENCE, NORTH 60°20'52" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 558.05 FEET, TO A POINT; RUN THENCE, NORTH 34°24'48" EAST, A DISTANCE OF 325.86 FEET, TO A POINT; RUN THENCE, NORTH 55°35'12" WEST, A DISTANCE OF 499.54 FEET, TO A POINT OF INTERSECTION; RUN THENCE, NORTH 56°46'20" WEST, A DISTANCE OF 48.98 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°56'14" TO THE LEFT, AN ARC DISTANCE OF 38.81 FEET, TO A POINT OF CUSP OF A CURVE, ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD No. 223-NORTH SEGMENT", (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°45'33" WEST, 35.03 FEET; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND ALSO BEING THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD No. 223-NORTH SEGMENT", (ALSO KNOWN AS LONGLEAF PINE PARKWAY), HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 18°44'29" TO THE LEFT, AN ARC DISTANCE OF 961.68 FEET, TO THE AFORESAID MOST SOUTHWEST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE PLAT OF "COUNTY ROAD 223-NORTH SEGMENT", AS RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°55'12" EAST, 957.39 FEET.

THE LANDS THUS DESCRIBED CONTAINS 3,687,410 SQUARE FEET, OR 84.65 ACRES, MORE OR LESS, IN AREA.

EXHIBIT 2

PARCEL LEGAL
DESCRIPTIONS

May 25, 2021

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

LONGLEAF PINE CDD
PARCEL 3 (SOUTHWEST PARCEL)

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 3, 10, AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT 2A

PARCEL LEGAL DESCRIPTIONS

May 25, 2021

FOR A POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE EAST LINE OF TRACT "A", ABERDEEN (PARCEL "CC2B"), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 61, PAGES 43 THROUGH 48 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. WITH THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, (LONGLEAF PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, LEADING SOUTHEASTERLY, AND HAVING A RADIUS OF 975.00 FEET, THROUGH A CENTRAL ANGLE OF 35°14'31" TO THE RIGHT, AN ARC DISTANCE OF 599.71 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°50'25" EAST, 590.30 FEET;
COURSE No. 2: RUN THENCE, SOUTH 39°13'09" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 589.18 FEET TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 3: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 1,125.00 FEET, THROUGH A CENTRAL ANGLE OF 42°24'46" TO THE LEFT, AN ARC DISTANCE OF 832.77 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°25'32" EAST, 813.89 FEET;
COURSE No. 4: SOUTH 81°37'55" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 833.35 FEET, TO THE NORTHWEST CORNER OF TRACT "C", (STORM WATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG THE AFORESAID BOUNDARIES OF SAID TRACT "C", THE FOLLOWING THREE (3) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, SOUTH 08°22'05" WEST, A DISTANCE OF 276.26 FEET, TO A POINT; COURSE No. 2: RUN THENCE, SOUTH 81°37'55" EAST, A DISTANCE OF 150.00 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 08°22'05" EAST, A DISTANCE OF 276.26 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING TWO (2) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, SOUTH 81°37'55" EAST, A DISTANCE OF 620.03 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 2: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 08°37'45" TO THE RIGHT, AN ARC DISTANCE OF 420.19 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°19'02" EAST, 419.79 FEET; RUN THENCE, SOUTH 16°59'50" WEST, A DISTANCE OF 401.46 FEET, TO A POINT; RUN THENCE, SOUTH 49°36'04" EAST, A DISTANCE OF 341.01 FEET, TO A POINT; RUN THENCE, SOUTH 76°28'35" EAST, A DISTANCE OF 340.20 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223 SOUTH, (VETERANS PARKWAY), AS PER THAT EASEMENT AND CONSENT TO USE OF RIGHT OF WAY AGREEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3329, PAGE 825 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF COUNTY 223 SOUTH (VETERANS PARKWAY) AS PER SAID INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3329, PAGE 825 OF SAID PUBLIC RECORDS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1,565.00 FEET, THROUGH A CENTRAL ANGLE OF 39°13'40" TO THE LEFT, AN ARC DISTANCE OF 1,071.48 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°26'48" EAST, 1,050.68 FEET;
COURSE No. 2: RUN THENCE, SOUTH 20°03'38" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,300.37 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 3: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,115.00 FEET, THROUGH A CENTRAL ANGLE OF 15°58'43" TO THE LEFT, AN ARC DISTANCE OF 310.30 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°02'00" EAST, 309.30 FEET;
COURSE No. 4: RUN THENCE, SOUTH 36°00'21" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 127.42 FEET TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 5: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 985.00 FEET, THROUGH A CENTRAL ANGLE OF 23°54'44" TO THE RIGHT, AN ARC DISTANCE OF 411.09 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT 130 FOOT JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 878, PAGE 1152 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°02'59" EAST, 408.11 FEET; RUN THENCE NORTH 87°48'09" WEST, ALONG THE SOUTHERLY LINE OF SAID 130 FOOT JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT A DISTANCE OF 5,446.23 FEET, TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED FROM GREENBRIAR PROPERTIES, LLC TO JEA, AS RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700 OF THE PUBLIC RECORDS, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, NORTH 02°12'31" EAST, A DISTANCE OF 128.66 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 08°06'39" WEST, A DISTANCE OF 61.28 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 17°44'02" WEST, A DISTANCE OF 58.82 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 16°13'26" WEST, A DISTANCE OF 75.06 FEET, TO A POINT;
COURSE No. 5: RUN THENCE, NORTH 36°35'43" WEST, A DISTANCE OF 53.76 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 59°59'17" WEST, A DISTANCE OF 51.86 FEET, TO A POINT;
COURSE No. 7: RUN THENCE, SOUTH 66°20'34" WEST, A DISTANCE OF 55.00 FEET, TO A POINT; COURSE No. 8: RUN THENCE, SOUTH 89°30'12" WEST, A DISTANCE OF 54.54 FEET, TO A POINT;
COURSE No. 9: RUN THENCE, NORTH 51°57'40" WEST, A DISTANCE OF 121.11 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 32°20'52" EAST, A DISTANCE OF 63.05 FEET, TO A POINT;
COURSE No. 11: RUN THENCE, SOUTH 81°43'48" EAST, A DISTANCE OF 29.80 FEET, TO A POINT; COURSE No. 12: RUN THENCE, NORTH 47°24'09" EAST, A DISTANCE OF 68.19 FEET, TO A POINT;
COURSE No. 13: RUN THENCE, NORTH 52°43'33" EAST, A DISTANCE OF 61.65 FEET, TO A POINT; COURSE No. 14: RUN THENCE, NORTH 17°24'00" EAST, A DISTANCE OF 49.98 FEET, TO A POINT;
COURSE No. 15: RUN THENCE, NORTH 44°41'32" EAST, A DISTANCE OF 21.98 FEET, TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT CORPORATE WARRANTY DEED FROM UNITED WATER FLORIDA, INC. TO JEA, AS RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF SAID PUBLIC RECORDS, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, NORTH 46°45'00" EAST, A DISTANCE OF 42.22 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 44°11'11" EAST, A DISTANCE OF 43.68 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 29°41'44" EAST, A DISTANCE OF 52.57 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 07°22'10" WEST, A DISTANCE OF 53.59 FEET, TO A POINT;
COURSE No. 5: RUN THENCE, NORTH 22°12'29" WEST, A DISTANCE OF 41.48 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 14°48'35" WEST, A DISTANCE OF 50.22 FEET, TO A POINT;
COURSE No. 7: RUN THENCE, NORTH 26°50'02" WEST, A DISTANCE OF 54.89 FEET, TO A POINT; COURSE No. 8: RUN THENCE, NORTH 00°03'59" WEST, A DISTANCE OF 74.72 FEET, TO A POINT;
COURSE No. 9: RUN THENCE, NORTH 19°45'34" EAST, A DISTANCE OF 60.57 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 20°55'41" EAST, A DISTANCE OF 59.57 FEET, TO A POINT;
COURSE No. 11: RUN THENCE, NORTH 32°21'34" EAST, A DISTANCE OF 46.52 FEET, TO A POINT; COURSE No. 12: RUN THENCE, NORTH 30°48'52" EAST, A DISTANCE OF 56.66 FEET, TO A POINT;
COURSE No. 13: RUN THENCE, NORTH 20°44'51" EAST, A DISTANCE OF 46.62 FEET, TO A POINT; COURSE No. 14: RUN THENCE NORTH 04°21'12" EAST, A DISTANCE OF 47.91 FEET, TO A POINT;
COURSE No. 15: RUN THENCE, NORTH 06°57'45" EAST, A DISTANCE OF 63.14 FEET, TO A POINT; COURSE No. 16: RUN THENCE, NORTH 01°38'15" EAST, A DISTANCE OF 64.55 FEET, TO A POINT;
COURSE No. 17: RUN THENCE, NORTH 09°03'59" EAST, A DISTANCE OF 60.87 FEET, TO A POINT; COURSE No. 18: RUN THENCE, NORTH 01°37'26" EAST, A DISTANCE OF 59.40 FEET, TO A POINT;
COURSE No. 19: RUN THENCE, NORTH 10°27'44" EAST, A DISTANCE OF 50.01 FEET, TO A POINT; COURSE No. 20: RUN THENCE, NORTH 53°03'27" EAST, A DISTANCE OF 33.22 FEET, TO A POINT, ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED, FROM RAYONIER TIMBERLANDS OPERATING COMPANY, LP TO ABERDEEN DEVELOPMENT, LLC, AND RECORDED IN OFFICIAL RECORDS BOOK 2036, PAGE 1046 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, SOUTH 87°48'21" EAST, ALONG THE AFORESAID SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 716.57 FEET, TO THE SOUTHEAST CORNER OF LAST SAID LANDS; RUN THENCE, ALONG THE EASTERLY LINE OF LAST SAID LANDS, THE FOLLOWING TWO (2) COURSES AND DISTANCES:
COURSE No. 1: NORTH 03°57'40" WEST, A DISTANCE OF 3,162.69 FEET, TO A POINT; COURSE No. 2: NORTH 02°35'39" WEST, A DISTANCE OF 263.84 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 17,217,407 SQUARE FEET, OR 395.25 ACRES, MORE OR LESS, IN AREA.

**LONGLEAF PINE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Lands Legal Description

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

Consideration of Resolution 2022-37, Special Assessment Resolution

- a. Exhibit A Supplemental Engineer's Report, dated March 17, 2022
- b. Exhibit B Supplemental Assessment Methodology, Series 2022 Bonds, dated May 11, 2022
- c. Exhibit C Legal Description
- d. Exhibit D Maturities and Coupons of Series 2022 Bonds
- e. Exhibit E Sources and Uses of Funds for Series 2022 Bonds
- f. Exhibit F Annual Debt Service Payment Due on Series 2022 Bonds

RESOLUTION 2022-37

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2022; CONFIRMING THE DISTRICT'S PROVISION OF SERIES 2022 PROJECT; MAKING CERTAIN FINDINGS AND CONFIRMING ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2022 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Longleaf Pine Community Development District ("District"), has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("Board"), has previously adopted, after notice and public hearing, Resolution 2022-33, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2022-33, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue;

WHEREAS, on May 11, 2022, the District entered into a Bond Placement Agreement whereby it agreed to sell \$9,370,000 of its Special Assessment Bonds, Series 2022 ("Series 2022 Bonds"); and

WHEREAS, pursuant to and consistent with Resolution 2022-33, the District desires to set forth the particular terms of the sale of the Series 2022 Bonds and to confirm the liens of the levy of special assessments securing the Series 2022 Bonds.

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

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation, Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2022-33.

SECTION 3. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board hereby finds and determines as follows:

(a) On April 21, 2022, the District, after due notice and public hearing, adopted Resolution 2022-33, which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provides that as each series of bonds is issued to fund all or any portion of the District’s improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certify the amount of the liens of the special assessments securing any portion of the bonds, including interest, cost of issuance, the number of payments due, any true-up amounts and the application of any true-up proceeds.

(b) The *Supplemental Engineer’s Report*, dated March 17, 2022, attached to this Resolution as **Exhibit A** (“Engineer’s Report” or “Improvement Plan”), identifies and describes the presently expected components of the infrastructure improvements for the project to be financed all or in part with the Series 2022 Bonds (“Improvements”), and the estimated costs of the Improvements, (“Series 2022 Project”), as \$15,526,200. The District hereby confirms that the Series 2022 Project serves a proper, essential and valid public purpose. The 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 Assessment Methodology, Series 2022 Bonds*, dated May 11, 2022, attached to this Resolution as **Exhibit B** (“Supplemental Assessment Report”), applies the *Master Assessment Methodology*, dated October 12, 2021 (“Master Assessment Report”), for the District to the Improvements 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 the property within the District (“Series 2022 Assessment Area”), a legal description of which is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the costs of the Series 2022 Project financed with the Series 2022 Bonds to the specially-benefited properties within the District as set forth in Resolution 2022-33, and this Resolution.

SECTION 4. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2022 BONDS. As provided in Resolution 2022-33, this Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the lien of the special assessments securing those bonds. The Series 2022 Bonds, in a par amount of \$9,370,000, shall bear such rates of interest and maturity as shown on **Exhibit D** attached hereto. The final payment on the Series 2022 Bonds shall be due on November 1, 2052. The estimated sources and uses of funds of the Series 2022 Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2022 Bonds is set forth on **Exhibit F** attached hereto. The lien of the special assessments securing the Series

2022 Bonds on the Series 2022 Assessment Area shall be the principal amount due on the Series 2022 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2022 Bonds are secured solely by the lien against the Series 2022 Assessment Area.

SECTION 5. ALLOCATION OF ASSESSMENTS SECURING SERIES 2022 BONDS.

(a) The special assessments for the Series 2022 Bonds (“Series 2022 Assessments”), shall be allocated in accordance with **Exhibit B**, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Assessment Report is consistent with the 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 property within the Series 2022 Assessment Area, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage. It is intended that as lots are platted, the Series 2022 Assessments will be assigned to the 426 platted lots anticipated to be located within the unplatted parcels.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture* dated as of May 1, 2022 and the *First Supplemental Trust Indenture* dated as of May 1, 2022, the District shall begin annual collection of the Series 2022 Assessments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit F**.

(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 by St. Johns County and Florida law for collection. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2022 Assessments and present same to the Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect the Series 2022 Assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 6. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Resolution 2022-33, there may be required from time to time certain true-up payments. As parcels of land are included in a plat or certificate of occupancy, the Series 2022 Assessments shall be allocated as set forth in Resolution 2022-33, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the true-up process set forth in the Supplemental Assessment Report. The District shall apply all true-up payments related to the Series 2022 Bonds only to the credit of the Series 2022 Bonds. All true-up payments, as well as all other prepayments of Series 2022 Assessments, shall be deposited

into the accounts specified in the *First Supplemental Trust Indenture* governing the Series 2022 Bonds.

SECTION 7. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the special assessments as reflected herein shall be recorded by the Secretary of the Board 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 parcel 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. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2022-33, which remains in full force and effect. This Resolution and Resolution 2022-33, shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2022 Special Assessments in the Official Records of St. Johns County, Florida, or such other instrument evidencing the actions taken by the District.

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.

[Remainder of this page left intentionally blank]

APPROVED and **ADOPTED** this 19th day of May, 2022.

ATTEST:

**LONGLEAF PINE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A *Supplemental Engineer's Report*, dated March 17, 2022
Exhibit B *Supplemental Assessment Methodology, Series 2022 Bonds*, dated May 11, 2022
Exhibit C Legal Description
Exhibit D Maturities and Coupons of Series 2022 Bonds
Exhibit E Sources and Uses of Funds for Series 2022 Bonds
Exhibit F Annual Debt Service Payment Due on Series 2022 Bonds

EXHIBIT A

Supplemental Engineer's Report, dated March 17, 2022

EXHIBIT B

Supplemental Assessment Methodology, Series 2022 Bonds, dated May 11, 2022

EXHIBIT C
Legal Description

[Insert legal description of unplatted lands.]

EXHIBIT D
Maturities and Coupons of Series 2022 Bonds

BOND PRICING

Longleaf Pine Community Development District
(St. Johns County, Florida)
Special Assessment Bonds, Series 2022
PRICING DATE: May 10, 2022
FINAL PRICING NUMBERS

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price
Term Bond due 2027:						
	05/01/2023		135,000	4.750%	4.750%	100.000
	05/01/2024		140,000	4.750%	4.750%	100.000
	05/01/2025		145,000	4.750%	4.750%	100.000
	05/01/2026		155,000	4.750%	4.750%	100.000
	05/01/2027	543070 AA4	<u>160,000</u>	4.750%	4.750%	100.000
			735,000			
Term Bond due 2032:						
	05/01/2028		170,000	5.000%	5.000%	100.000
	05/01/2029		180,000	5.000%	5.000%	100.000
	05/01/2030		190,000	5.000%	5.000%	100.000
	05/01/2031		200,000	5.000%	5.000%	100.000
	05/01/2032	543070 AB2	<u>210,000</u>	5.000%	5.000%	100.000
			950,000			
Term Bond due 2042:						
	05/01/2033		220,000	5.375%	5.375%	100.000
	05/01/2034		230,000	5.375%	5.375%	100.000
	05/01/2035		245,000	5.375%	5.375%	100.000
	05/01/2036		260,000	5.375%	5.375%	100.000
	05/01/2037		270,000	5.375%	5.375%	100.000
	05/01/2038		285,000	5.375%	5.375%	100.000
	05/01/2039		300,000	5.375%	5.375%	100.000
	05/01/2040		320,000	5.375%	5.375%	100.000
	05/01/2041		335,000	5.375%	5.375%	100.000
	05/01/2042	543070 AC0	<u>355,000</u>	5.375%	5.375%	100.000
			2,820,000			
Term Bond due 2052:						
	05/01/2043		375,000	5.500%	5.500%	100.000
	05/01/2044		395,000	5.500%	5.500%	100.000
	05/01/2045		420,000	5.500%	5.500%	100.000
	05/01/2046		440,000	5.500%	5.500%	100.000
	05/01/2047		470,000	5.500%	5.500%	100.000
	05/01/2048		495,000	5.500%	5.500%	100.000
	05/01/2049		520,000	5.500%	5.500%	100.000
	05/01/2050		550,000	5.500%	5.500%	100.000
	05/01/2051		585,000	5.500%	5.500%	100.000
	05/01/2052	543070 AD8	<u>615,000</u>	5.500%	5.500%	100.000
			4,865,000			
			9,370,000			

EXHIBIT E
Sources and Uses of Funds for Series 2022 Bonds

SOURCES AND USES OF FUNDS

Longleaf Pine Community Development District
(St. Johns County, Florida)
Special Assessment Bonds, Series 2022
PRICING DATE: May 10, 2022
FINAL PRICING NUMBERS

Dated Date 05/24/2022
Delivery Date 05/24/2022

Sources:

Bond Proceeds:	
Par Amount	9,370,000.00
<hr/>	
	9,370,000.00
<hr/> <hr/>	

Uses:

Project Fund Deposits:	
Project Fund	8,504,563.02
Other Fund Deposits:	
Debt Service Reserve Fund @ 50% of MADS	317,500.00
Capitalized Interest Fund thru 11/1/2022	218,736.98
	<hr/>
	536,236.98
Delivery Date Expenses:	
Cost of Issuance	329,200.00
<hr/>	
	9,370,000.00
<hr/> <hr/>	

EXHIBIT F
Annual Debt Service Payment Due on Series 2022 Bonds

BOND DEBT SERVICE

Longleaf Pine Community Development District
(St. Johns County, Florida)
Special Assessment Bonds, Series 2022
PRICING DATE: May 10, 2022
FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/24/2022						9,370,000	9,370,000
11/01/2022			218,736.98	218,736.98	218,736.98	9,370,000	9,370,000
05/01/2023	135,000	4.750%	250,781.25	385,781.25		9,235,000	9,235,000
11/01/2023			247,575.00	247,575.00	633,356.25	9,235,000	9,235,000
05/01/2024	140,000	4.750%	247,575.00	387,575.00		9,095,000	9,095,000
11/01/2024			244,250.00	244,250.00	631,825.00	9,095,000	9,095,000
05/01/2025	145,000	4.750%	244,250.00	389,250.00		8,950,000	8,950,000
11/01/2025			240,806.25	240,806.25	630,056.25	8,950,000	8,950,000
05/01/2026	155,000	4.750%	240,806.25	395,806.25		8,795,000	8,795,000
11/01/2026			237,125.00	237,125.00	632,931.25	8,795,000	8,795,000
05/01/2027	160,000	4.750%	237,125.00	397,125.00		8,635,000	8,635,000
11/01/2027			233,325.00	233,325.00	630,450.00	8,635,000	8,635,000
05/01/2028	170,000	5.000%	233,325.00	403,325.00		8,465,000	8,465,000
11/01/2028			229,075.00	229,075.00	632,400.00	8,465,000	8,465,000
05/01/2029	180,000	5.000%	229,075.00	409,075.00		8,285,000	8,285,000
11/01/2029			224,575.00	224,575.00	633,650.00	8,285,000	8,285,000
05/01/2030	190,000	5.000%	224,575.00	414,575.00		8,095,000	8,095,000
11/01/2030			219,825.00	219,825.00	634,400.00	8,095,000	8,095,000
05/01/2031	200,000	5.000%	219,825.00	419,825.00		7,895,000	7,895,000
11/01/2031			214,825.00	214,825.00	634,650.00	7,895,000	7,895,000
05/01/2032	210,000	5.000%	214,825.00	424,825.00		7,685,000	7,685,000
11/01/2032			209,575.00	209,575.00	634,400.00	7,685,000	7,685,000
05/01/2033	220,000	5.375%	209,575.00	429,575.00		7,465,000	7,465,000
11/01/2033			203,662.50	203,662.50	633,237.50	7,465,000	7,465,000
05/01/2034	230,000	5.375%	203,662.50	433,662.50		7,235,000	7,235,000
11/01/2034			197,481.25	197,481.25	631,143.75	7,235,000	7,235,000
05/01/2035	245,000	5.375%	197,481.25	442,481.25		6,990,000	6,990,000
11/01/2035			190,896.88	190,896.88	633,378.13	6,990,000	6,990,000
05/01/2036	260,000	5.375%	190,896.88	450,896.88		6,730,000	6,730,000
11/01/2036			183,909.38	183,909.38	634,806.26	6,730,000	6,730,000
05/01/2037	270,000	5.375%	183,909.38	453,909.38		6,460,000	6,460,000
11/01/2037			176,653.13	176,653.13	630,562.51	6,460,000	6,460,000
05/01/2038	285,000	5.375%	176,653.13	461,653.13		6,175,000	6,175,000
11/01/2038			168,993.75	168,993.75	630,646.88	6,175,000	6,175,000
05/01/2039	300,000	5.375%	168,993.75	468,993.75		5,875,000	5,875,000
11/01/2039			160,931.25	160,931.25	629,925.00	5,875,000	5,875,000
05/01/2040	320,000	5.375%	160,931.25	480,931.25		5,555,000	5,555,000
11/01/2040			152,331.25	152,331.25	633,262.50	5,555,000	5,555,000
05/01/2041	335,000	5.375%	152,331.25	487,331.25		5,220,000	5,220,000
11/01/2041			143,328.13	143,328.13	630,659.38	5,220,000	5,220,000
05/01/2042	355,000	5.375%	143,328.13	498,328.13		4,865,000	4,865,000
11/01/2042			133,787.50	133,787.50	632,115.63	4,865,000	4,865,000
05/01/2043	375,000	5.500%	133,787.50	508,787.50		4,490,000	4,490,000
11/01/2043			123,475.00	123,475.00	632,262.50	4,490,000	4,490,000
05/01/2044	395,000	5.500%	123,475.00	518,475.00		4,095,000	4,095,000
11/01/2044			112,612.50	112,612.50	631,087.50	4,095,000	4,095,000
05/01/2045	420,000	5.500%	112,612.50	532,612.50		3,675,000	3,675,000
11/01/2045			101,062.50	101,062.50	633,675.00	3,675,000	3,675,000
05/01/2046	440,000	5.500%	101,062.50	541,062.50		3,235,000	3,235,000
11/01/2046			88,962.50	88,962.50	630,025.00	3,235,000	3,235,000
05/01/2047	470,000	5.500%	88,962.50	558,962.50		2,765,000	2,765,000
11/01/2047			76,037.50	76,037.50	635,000.00	2,765,000	2,765,000

BOND DEBT SERVICE

Longleaf Pine Community Development District
 (St. Johns County, Florida)
 Special Assessment Bonds, Series 2022
 PRICING DATE: May 10, 2022
 FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/01/2048	495,000	5.500%	76,037.50	571,037.50		2,270,000	2,270,000
11/01/2048			62,425.00	62,425.00	633,462.50	2,270,000	2,270,000
05/01/2049	520,000	5.500%	62,425.00	582,425.00		1,750,000	1,750,000
11/01/2049			48,125.00	48,125.00	630,550.00	1,750,000	1,750,000
05/01/2050	550,000	5.500%	48,125.00	598,125.00		1,200,000	1,200,000
11/01/2050			33,000.00	33,000.00	631,125.00	1,200,000	1,200,000
05/01/2051	585,000	5.500%	33,000.00	618,000.00		615,000	615,000
11/01/2051			16,912.50	16,912.50	634,912.50	615,000	615,000
05/01/2052	615,000	5.500%	16,912.50	631,912.50			
11/01/2052					631,912.50		
	9,370,000		9,820,605.77	19,190,605.77	19,190,605.77		

**LONGLEAF PINE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Completion Agreement

COMPLETION AGREEMENT

[SERIES 2022 BONDS]

THIS COMPLETION AGREEMENT (“Agreement”) is entered into by and between:

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (“District”); and

ICI CROSSROADS HOLDINGS, LLC, a Florida limited liability company, the owner and developer of the lands within the boundaries of the District, whose principal address is 2379 Beville Road, Daytona Beach, Florida 32119 (“Developer,” and together with the District, “Parties”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer is currently the developer of the project in which the District’s boundaries lie; and

WHEREAS, the District has adopted the *Engineer’s Report for Capital Improvements for Infrastructure* dated October 12, 2021, as supplemented by the *Supplemental Engineer’s Report*, dated March 17, 2022 (collectively, “Engineer’s Report”), for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is attached hereto as **Exhibit A**; and

WHEREAS, the Engineer’s Report identifies master infrastructure costs in the amount of approximately \$15,526,200 (“Capital Improvement Program”); and

WHEREAS, the District has imposed special assessments on the property within the District to secure financing for the construction of a portion of the Capital Improvement Program, and has validated not to exceed \$27,500,000 in Special Assessment Bonds to fund the planning, design, permitting, construction and/or acquisition of such improvements; and

WHEREAS, the District intends to finance all or a portion of the Capital Improvement Program (“Series 2022 Project”) through the use of proceeds from the anticipated sale of \$9,370,000 Special Assessment Bonds, Series 2022 (“Series 2022 Bonds”); and

WHEREAS, proceeds from the Series 2022 Bonds are anticipated to be insufficient to fully fund the Capital Improvement Program and fully develop the lands securing the debt assessments levied to repay the Series 2022 Bonds (“Series 2022 Assessments”); and

WHEREAS, in order to ensure that the entire Capital Improvement Program is completed and funding is available in a timely manner to provide for its completion, the Developer and the District hereby agree that should the District not have sufficient funds in the Acquisition and Construction Accounts for the Series 2022 Bonds (“Available Funds”) to fund the Capital Improvement Program, the Developer will make provision for any additional funds that may be needed for (i) the completion of the Capital Improvement Program including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

2. COMPLETION OF IMPROVEMENTS. The Parties agree and acknowledge that the Available Funds may provide only a portion of the funds necessary to complete the Capital Improvement Program. Therefore, should the District be unable to fund the remaining Capital Improvement Program from the Available Funds, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Capital Improvement Program which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (“Remaining Improvements”) whether pursuant to existing contracts, including change orders thereto, or future contracts. While the District reserves the right to issue additional bonds, nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that, should the District be unable to or choose not to issue a separate series of bonds to fund the Remaining Improvements, the District’s execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by District bonds or other indebtedness.

(a) When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed,

provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the Board of Supervisors that the option selected by the Developer will not adversely impact the District, and is in the District's best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

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

(b) The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Capital Improvement Program or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of the Series 2022 Bonds and use of the proceeds thereof to fund the Series 2022 Project, and (b) the scope, configuration, size and/or composition of the Capital Improvement Program not materially changing without the consent of the Developer. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Capital Improvement Program is materially changed in response to a requirement imposed by a regulatory agency.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the

prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

8. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses first set forth above. Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Series 2022 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

11. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

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

13. EFFECTIVE DATE. This Agreement shall be effective May 24, 2022.

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

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

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

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

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

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

ATTEST:

**LONGLEAF PINE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

ICI CROSSROADS HOLDINGS, LLC
a Florida limited liability company

By its Managing Member:
**INTERVEST CONSTRUCTION OF
JAX, INC.**, a Florida corporation

WITNESSES:

(Print Name of Witness)

By: J. Andrew Hagan
Its: _____

Exhibit A: Engineer's Report

**LONGLEAF PINE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Collateral of Assignment
Agreement

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE SERIES 2022 PROJECT**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2022 PROJECT (“Assignment”) is entered into by and between:

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (“District”); and

ICI CROSSROADS HOLDINGS, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundaries of the District, whose principal address is 2379 Beville Road, Daytona Beach, Florida 32119, and its successors and assigns (“Developer,” and together with the District, “Parties”).

RECITALS

WHEREAS, Developer is the owner of a portion of the real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Property”); and

WHEREAS, the District proposes to issue its \$9,370,000 Longleaf Pine Community Development District Special Assessment Bonds, Series 2022 (“Series 2022 Bonds”), to finance certain improvements which will benefit all of the Property; and

WHEREAS, among the security for the repayment of the Series 2022 Bonds are the special assessments (“Series 2022 Assessments”) levied against the Property; and

WHEREAS, the Parties intend that the Property will be platted and fully developed into a total of 426 single-family residential units (“Lots”), and the Lots will be ultimately owned by unaffiliated homebuilders or end users (“Development Completion”), as contemplated by the *Master Assessment Methodology* dated October 2021, and *Supplemental Assessment Methodology, Series 2022 Bonds*, dated May 11, 2022 (collectively, “Assessment Report”), all of such Lots and associated improvements being referred to herein as “Development”; and

WHEREAS, the District has adopted the *Engineer’s Report for Capital Improvements for Infrastructure* dated October 12, 2021, as supplemented by the *Supplemental Engineer’s Report*,

Capital Improvements for Infrastructure dated March 17, 2022, which describes the District’s capital improvement plan (“Capital Improvement Program”); and

WHEREAS, during the time that the Lots are not owned by end users, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Series 2022 Assessments securing the Series 2022 Bonds; and

WHEREAS, in the event of default in the payment of the Series 2022 Assessments or in the payment of a True-Up Obligation (as defined in the *Agreement between the Longleaf Pine Community Development District and ICI Crossroads Holdings, LLC, Regarding True-Up and Payment of Series 2022 Assessments*, dated May 24, 2022 (“True-Up Agreement”)), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture*, dated May 1, 2022 (“Master Indenture”), as supplemented by the *First Supplemental Trust Indenture*, May 1, 2022 (“Supplemental Indenture” and, together with the Master Indenture, “Indenture”), pursuant to which the Series 2022 Bonds are being issued, and the other agreements being entered into by Developer concurrent herewith with respect to the Series 2022 Bonds and the Series 2022 Assessments (the Indenture and agreements being referred to collectively as “Bond Documents”, and such remedies being referred to collectively as “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Capital Improvement Program and the Property.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. RECITALS; EXHIBITS. The foregoing recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated herein by this reference.

2. COLLATERAL ASSIGNMENT.

(A) Subject to the terms and conditions of this Assignment, Developer hereby collaterally assigns to the District, to the extent assignable, all of Developer’s development rights, permits, entitlements and work product relating to development of the Property, and Developer’s rights as declarant of any property owner or homeowner association with respect to the Property (collectively, “Development Rights”), as security for Developer’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Series 2022 Assessments levied against the Property owned by Developer from time to time, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (xii) below as they pertain to development of the Capital Improvement Program or the Property:

(i) Any declaration of covenants of a homeowner’s association governing the Property, as recorded in the Official Records of Duval County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the “Developer” or “Declarant” thereunder.

(ii) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements;

(iii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, recreational facilities and other improvements;

(iv) Preliminary and final site plans and plats;

(v) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

(vi) Permits, approvals, agreements resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Capital Improvement Program or the construction of improvements on the Property, or off-site to the extent such off-site improvements are necessary or required for Development Completion;

(vii) Any and all approvals, extensions, amendments, rezoning and development orders rendered by governmental authorities relating to the Capital Improvement Plan.

(viii) Permits, more particularly described in the Engineer's Report attached hereto.

(ix) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Capital Improvement Program or the construction of improvements on the Property;

(x) Franchise or other agreements for the provision of water and waste water service or other utilities to the Property, and all hookup fees and utility deposits paid by Developer in connection therewith.

(xi) viii. Permit fees, impact fees, deposits and other assessments and impositions paid by Developer to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Developer from any governmental authority or utility provider, including credit for any dedication or contribution of Property by Developer in connection with the development of the Property or the construction of improvements thereon.

(xii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Lots conveyed to homebuilders or end users, (ii) any property which has been conveyed, or is in the future conveyed, to St. Johns County, the District, any unaffiliated homebuilder, any utility provider, any governmental or quasi-governmental entity, any

applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "Permitted Transfer"), or (iii) lands outside the District or improvements not included in the Property.

(B) This Assignment is not intended to and shall not impair or interfere with the development of the Property, including, without limitation, Developer's contracts with homebuilders, if any, and homebuyers (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Developer to pay the Series 2022 Assessments levied against the portion of Property owned by Developer, a failure of Developer to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(C) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2022 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to St. Johns County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Property to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

(D) If the Assignment does become absolute, the Developer may request that the District limit its applicability to only such portions of the Property necessary to fully secure the Series 2022 Assessments. In submitting this request, the Developer must provide evidence of (i) allowable zoning conditions that would enable the development of a sufficient number/allocation of units to fully absorb the Series 2022 Assessments, (ii) the status of related entitlements, and (iii) documentation prepared by a licensed engineer that shows the ability to place those entitlements. The District shall have the fully and complete discretion as to whether the proposed limitation is sufficient and should be approved; provided, however that such approval shall not be unreasonably withheld.

3. WARRANTIES BY DEVELOPER. Developer represents and warrants to the District that:

(A) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than the District.

(B) Developer is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment;

(C) No action has been brought or threatened which would in any way interfere with the right of Developer to execute this Assignment and perform all of Developer's obligations herein contained; and

(D) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of Developer as to the Property or any portion thereof, to this Assignment to the extent of the portion of the Property so conveyed, except to the extent of a Permitted Transfer.

4. COVENANTS. Developer covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(A) Developer will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Developer relating to the Development Rights, and (ii) give notice to the District of any default with respect to any of the Development Rights;

(B) The Development Rights include all of Developer's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Capital Improvement Program, or (ii) limit Developer's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Developer's obligations under the Bond Documents; and

(C) Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2022 Bonds or would materially impair or impede the ability to achieve Development Completion.

5. EVENTS OF DEFAULT. Any breach of Developer's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Developer under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default", under this Assignment.**REMEDIES UPON DEFAULT.** Upon an Event of Default, or the transfer of title to any portion of the Property owned by Developer to the District or its designee(s) pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option: Perform or cause to be performed any and all obligations of Developer relating to the Development Rights and exercise or cause to be exercised any and all rights of Developer therein as fully as Developer could. The performance by the District of any such obligations: (i) shall not release the Developer from liability for such obligations; (ii) may be made without notice to or demand upon the Developer; and (iii) may be made without regard to the adequacy of other security for indebtedness hereby secured; and

(B) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and

(C) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale;

7. AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Developer. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Developer from its obligations under this Assignment.

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

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

10. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses first set forth above. Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

12. THIRD PARTY BENEFICIARIES. The Parties hereto agree that the trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment and entitled to enforce Developer's obligations hereunder at the direction of the bondholders owning a majority of the aggregate principal

amount of the Series 2022 Bonds then-outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

13. AMENDMENT. This Assignment may be modified in writing only by the mutual agreement of all Parties hereto.

14. MISCELLANEOUS. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

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

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

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

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

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

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

21. EFFECTIVE DATE. This Assignment shall be effective May 24, 2022

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Assignment as set forth below.

ICI CROSSROADS HOLDINGS, LLC
a Florida limited liability company

By its Managing Member:
INTERVEST
CONSTRUCTION OF JAX,
INC., a Florida corporation

WITNESSES:

(Print Name of Witness)

By: J. Andrew Hagan
Its: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by J. Andrew Hagan, as _____ of ICI Crossroads Holdings, LLC, a Florida limited liability company, on behalf of the company. S/He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Witnesses:

**LONGLEAF PINE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Kelly White
Chairperson, Board of Supervisors

Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kelly White, as Chairperson of the Longleaf Pine Community Development District. S/He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Exhibit A

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 2

PARCEL LEGAL DESCRIPTIONS

May 25, 2021

LONGLEAF PINE CDD PARCEL No. 1 (NORTHWEST PARCEL)

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 2 AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST SOUTHEASTERLY CORNER OF TRACT "B", AS SHOWN ON THE PLAT OF "JULINGTON LAKES - PHASE 1", AS RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTHERLY NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 244 WEST, (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE EASTERLY BOUNDARY OF SAID TRACT "B", AS SHOWN ON THE PLAT OF "JULINGTON LAKES - PHASE 1", AS RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 09°04'52" EAST, A DISTANCE OF 410.16 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 79°54'52" WEST, A DISTANCE OF 142.31 FEET, TO A POINT; COURSE No. 3: RUN THENCE, NORTH 38°27'50" EAST, A DISTANCE OF 319.50 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 07°12'52" EAST, A DISTANCE OF 602.74 FEET, TO A POINT ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED (PARK DONATION), FROM RAYLAND, LLC TO ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2288, PAGE 810; RUN THENCE, ALONG THE BOUNDARY LINES OF LAST SAID LANDS, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 72°49'45" EAST, A DISTANCE OF 106.53 FEET, TO A POINT; COURSE No. 2: RUN THENCE, SOUTH 07°38'08" WEST, A DISTANCE OF 96.34 FEET, TO A POINT; COURSE No. 3: RUN THENCE, SOUTH 75°18'10" EAST, A DISTANCE OF 159.39 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 88°24'41" EAST, A DISTANCE OF 284.84 FEET, TO A POINT; COURSE No. 5: RUN THENCE, NORTH 52°35'34" EAST, A DISTANCE OF 239.36 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 14°54'45" WEST, A DISTANCE OF 212.71 FEET, TO A POINT; COURSE No. 7: RUN THENCE, NORTH 60°13'55" EAST, A DISTANCE OF 382.87 FEET, TO A POINT; COURSE No. 8: RUN THENCE, NORTH 06°57'54" EAST, A DISTANCE OF 141.23 FEET, TO A POINT; COURSE No. 9: RUN THENCE, SOUTH 87°59'28" WEST, A DISTANCE OF 112.65 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 04°35'59" WEST, A DISTANCE OF 182.11 FEET, TO A POINT; COURSE No. 11: RUN THENCE, NORTH 73°28'59" EAST, A DISTANCE OF 385.59 FEET, TO A POINT; COURSE No. 12: RUN THENCE, SOUTH 29°44'51" EAST, A DISTANCE OF 318.76 FEET, TO A POINT; COURSE No. 13: RUN THENCE, SOUTH 78°18'04" EAST, A DISTANCE OF 202.27 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 223 - NORTH SEGMENT, (ALSO KNOWN AS VETERANS PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 223 - NORTH SEGMENT, (ALSO KNOWN AS VETERANS PARKWAY), THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 05°58'48" TO THE LEFT, AN ARC DISTANCE OF 308.66 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°04'21" WEST, 306.72 FEET; COURSE No. 2: RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,780.00 FEET, THROUGH A CENTRAL ANGLE OF 28°17'08" TO THE RIGHT, AN ARC DISTANCE OF 1,377.76 FEET, TO A POINT OF CURVE, OF A CURVE LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°13'14" WEST, 1,363.80 FEET; DEPARTING FROM THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 223 - NORTH SEGMENT, AND ALONG AND AROUND THE ARC OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°08'23" TO THE LEFT, AN ARC DISTANCE OF 38.77 FEET, TO A POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°12'08" WEST, 35.71 FEET; RUN THENCE, NORTH 58°46'20" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 303.63 FEET, TO A POINT OF INTERSECTION; RUN THENCE, NORTH 81°13'42" WEST, A DISTANCE OF 15.06 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,445.88 FEET, THROUGH A CENTRAL ANGLE OF 04°41'40" TO THE RIGHT, AN ARC DISTANCE OF 200.41 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°14'34" WEST, 200.35 FEET; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 3,284.00 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" TO THE LEFT, AN ARC DISTANCE OF 657.80 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 244 WEST, (ALSO KNOWN AS LONGLEAF PINE PARKWAY), SAID POINT ALSO BEING ON THE ARC OF A CURVE, LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°51'03" WEST, 656.80 FEET; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 10°33'15" TO THE LEFT, AN ARC DISTANCE OF 541.56 FEET, TO THE AFORESAID MOST SOUTHEASTERLY CORNER OF TRACT "B", "JULINGTON LAKES - PHASE 1", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 77, PAGES 45 THROUGH 53 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°40'21" WEST, 540.79 FEET.

THE LANDS THUS DESCRIBED CONTAINS 2,118,472 SQUARE FEET, OR 48.63 ACRE, MORE OR LESS, IN AREA

LONGLEAF PINE CDD PARCEL 2 (NORTHEAST PARCEL)

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEING AT THE MOST SOUTHWEST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE PLAT OF "COUNTY ROAD 223-NORTH SEGMENT", AS RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 89°18'41" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT "A", (STORMWATER MANAGEMENT FACILITY), AND ALSO BEING THE COMMON BOUNDARY LINE BETWEEN SECTIONS 2 AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, A DISTANCE OF 1,580.67 FEET, TO A POINT; RUN THENCE SOUTH 02°46'59" EAST, A DISTANCE OF 1,734.45 FEET, TO THE NORTHEAST CORNER OF TRACT 1 (OPEN AREA), "DURBIN CROSSING SOUTH PHASE 1", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 73 THROUGH 100 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; CONTINUE TO RUN SOUTH 02°46'59" EAST, ALONG THE AFORESAID WESTERLY LINE OF TRACT 1 (OPEN AREA), A DISTANCE OF 753.74 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD 244 EAST", (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 13 THROUGH 21 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 89°08'24" WEST, A DISTANCE OF 197.57 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY; COURSE No. 2: RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,780.00 FEET, THROUGH A CENTRAL ANGLE OF 11°45'20" TO THE RIGHT, AN ARC DISTANCE OF 572.43 FEET, TO THE SOUTHEAST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF "COUNTY ROAD 244 EAST", LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°13'44" WEST, 571.43 FEET; RUN THENCE, ALONG THE BOUNDARIES OF SAID TRACT "A" (STORMWATER MANAGEMENT FACILITY), THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 23°38'59" WEST, A DISTANCE OF 225.81 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 55°58'29" WEST, A DISTANCE OF 87.88 FEET, TO A POINT; COURSE No. 3: RUN THENCE, NORTH 37°10'05" WEST, A DISTANCE OF 78.59 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 67°41'52" WEST, A DISTANCE OF 171.53 FEET, TO A POINT; COURSE No. 5: RUN THENCE, SOUTH 22°18'08" WEST, A DISTANCE OF 250.00 FEET, TO A POINT, ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD 244 EAST" (ALSO KNOWN AS LONGLEAF PINE PARKWAY); RUN THENCE, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING COURSE AND DISTANCE:

COURSE No. 1: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,780.00 FEET, THROUGH A CENTRAL ANGLE OF 02°08'18" TO THE RIGHT, AN ARC DISTANCE OF 104.81 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°17'18" WEST, 104.80 FEET; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 92°09'15" TO THE LEFT, AN ARC DISTANCE OF 40.21 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°22'46" EAST, 38.01 FEET; RUN THENCE, NORTH 22°18'08" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 398.47 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 30,378.28 FEET, THROUGH A CENTRAL ANGLE OF 00°01'50" TO THE RIGHT, AN ARC DISTANCE OF 16.21 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°39'59" EAST, 16.21 FEET; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,348.69 FEET, THROUGH A CENTRAL ANGLE OF 05°29'14" TO THE RIGHT, AN ARC DISTANCE OF 222.29 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°03'29" WEST, 222.21 FEET; RUN THENCE, NORTH 80°20'52" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 558.05 FEET, TO A POINT; RUN THENCE, NORTH 34°24'48" EAST, A DISTANCE OF 328.86 FEET, TO A POINT; RUN THENCE, NORTH 55°35'12" WEST, A DISTANCE OF 499.54 FEET, TO A POINT OF INTERSECTION; RUN THENCE, NORTH 56°48'20" WEST, A DISTANCE OF 48.88 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°58'14" TO THE LEFT, AN ARC DISTANCE OF 38.81 FEET, TO A POINT OF CURVATURE OF A CURVE, ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD No. 223-NORTH SEGMENT", (ALSO KNOWN AS LONGLEAF PINE PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°45'33" WEST, 35.03 FEET; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND ALSO BEING THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "COUNTY ROAD No. 223-NORTH SEGMENT", (ALSO KNOWN AS LONGLEAF PINE PARKWAY), HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 18°44'29" TO THE LEFT, AN ARC DISTANCE OF 961.68 FEET, TO THE AFORESAID MOST SOUTHWEST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE PLAT OF "COUNTY ROAD 223-NORTH SEGMENT", AS RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°55'12" EAST, 957.39 FEET.

THE LANDS THUS DESCRIBED CONTAINS 3,887,410 SQUARE FEET, OR 84.65 ACRES, MORE OR LESS, IN AREA

LONGLEAF PINE
COMMUNITY
DEVELOPMENT DISTRICT

EXHIBIT 2A

PARCEL LEGAL
DESCRIPTIONS

May 25, 2021

LONGLEAF PINE CDD
PARCEL 3 (SOUTHWEST PARCEL)

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 3, 10, AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE EAST LINE OF TRACT "A", ABERDEEN (PARCEL "CC29"), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 61, PAGES 43 THROUGH 48 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, (LONGLEAF PARKWAY), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 57 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, LEADING SOUTHEASTERLY, AND HAVING A RADIUS OF 975.00 FEET, THROUGH A CENTRAL ANGLE OF 35°14'31" TO THE RIGHT, AN ARC DISTANCE OF 589.71 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°50'25" EAST, 590.30 FEET;
COURSE No. 2: RUN THENCE, SOUTH 39°13'09" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 589.18 FEET TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 3: THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 1,125.00 FEET, THROUGH A CENTRAL ANGLE OF 42°24'48" TO THE LEFT, AN ARC DISTANCE OF 832.77 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°25'32" EAST, 813.89 FEET;
COURSE No. 4: SOUTH 81°37'59" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 833.35 FEET, TO THE NORTHWEST CORNER OF TRACT "C", (STORM WATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID FLAT OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG THE AFORESAID BOUNDARIES OF SAID TRACT "C", THE FOLLOWING THREE (3) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, SOUTH 08°22'05" WEST, A DISTANCE OF 276.26 FEET, TO A POINT; COURSE No. 2: RUN THENCE, SOUTH 81°37'59" EAST, A DISTANCE OF 150.00 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 08°22'05" EAST, A DISTANCE OF 276.26 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING TWO (2) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, SOUTH 81°37'59" EAST, A DISTANCE OF 820.03 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 2: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 08°37'45" TO THE RIGHT, AN ARC DISTANCE OF 420.18 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°19'02" EAST, 418.79 FEET; RUN THENCE, SOUTH 16°59'50" WEST, A DISTANCE OF 401.46 FEET, TO A POINT; RUN THENCE, SOUTH 49°36'04" EAST, A DISTANCE OF 341.01 FEET, TO A POINT; RUN THENCE, SOUTH 76°28'35" EAST, A DISTANCE OF 340.20 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223 SOUTH, (VETERANS PARKWAY), AS PER THAT EASEMENT AND CONSENT TO USE OF RIGHT OF WAY AGREEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 3328, PAGE 825 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223 SOUTH (VETERANS PARKWAY) AS PER SAID INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3328, PAGE 825 OF SAID PUBLIC RECORDS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1,565.00 FEET, THROUGH A CENTRAL ANGLE OF 39°13'40" TO THE LEFT, AN ARC DISTANCE OF 1,071.48 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°26'48" EAST, 1,050.68 FEET;
COURSE No. 2: RUN THENCE, SOUTH 20°03'38" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,300.37 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 3: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,115.00 FEET, THROUGH A CENTRAL ANGLE OF 15°56'43" TO THE LEFT, AN ARC DISTANCE OF 310.30 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°02'00" EAST, 308.30 FEET;
COURSE No. 4: RUN THENCE, SOUTH 36°00'21" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 127.42 FEET TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 5: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 885.00 FEET, THROUGH A CENTRAL ANGLE OF 23°54'44" TO THE RIGHT, AN ARC DISTANCE OF 411.08 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT 130 FOOT JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 878, PAGE 1152 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°02'59" EAST, 408.11 FEET; RUN THENCE NORTH 87°48'09" WEST, ALONG THE SOUTHERLY LINE OF SAID 130 FOOT JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT A DISTANCE OF 5,446.23 FEET, TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED FROM GREENBRIAR PROPERTIES, LLC TO JEA, AS RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700 OF THE PUBLIC RECORDS, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, NORTH 02°12'31" EAST, A DISTANCE OF 128.68 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 08°06'39" WEST, A DISTANCE OF 81.28 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 17°44'02" WEST, A DISTANCE OF 58.82 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 16°13'26" WEST, A DISTANCE OF 75.08 FEET, TO A POINT;
COURSE No. 5: RUN THENCE, NORTH 36°35'43" WEST, A DISTANCE OF 53.76 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 59°59'17" WEST, A DISTANCE OF 51.86 FEET, TO A POINT;
COURSE No. 7: RUN THENCE, SOUTH 08°20'54" WEST, A DISTANCE OF 53.00 FEET, TO A POINT; COURSE No. 8: RUN THENCE, SOUTH 89°30'12" WEST, A DISTANCE OF 54.54 FEET, TO A POINT;
COURSE No. 9: RUN THENCE, NORTH 51°57'40" WEST, A DISTANCE OF 121.11 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 32°20'52" EAST, A DISTANCE OF 63.05 FEET, TO A POINT;
COURSE No. 11: RUN THENCE, SOUTH 81°43'48" EAST, A DISTANCE OF 29.80 FEET, TO A POINT; COURSE No. 12: RUN THENCE, NORTH 47°24'09" EAST, A DISTANCE OF 68.19 FEET, TO A POINT;
COURSE No. 13: RUN THENCE, NORTH 52°43'33" EAST, A DISTANCE OF 81.85 FEET, TO A POINT; COURSE No. 14: RUN THENCE, NORTH 17°24'00" EAST, A DISTANCE OF 49.98 FEET, TO A POINT;
COURSE No. 15: RUN THENCE, NORTH 44°41'32" EAST, A DISTANCE OF 21.88 FEET, TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3253, PAGE 700 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT CORPORATE WARRANTY DEED FROM UNITED WATER FLORIDA, INC. TO JEA, AS RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF SAID PUBLIC RECORDS, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, NORTH 48°49'00" EAST, A DISTANCE OF 42.22 FEET, TO A POINT; COURSE No. 2: RUN THENCE, NORTH 44°11'11" EAST, A DISTANCE OF 43.68 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 29°41'44" EAST, A DISTANCE OF 52.57 FEET, TO A POINT; COURSE No. 4: RUN THENCE, NORTH 07°22'10" WEST, A DISTANCE OF 53.59 FEET, TO A POINT;
COURSE No. 5: RUN THENCE, NORTH 22°12'29" WEST, A DISTANCE OF 41.48 FEET, TO A POINT; COURSE No. 6: RUN THENCE, NORTH 14°48'35" WEST, A DISTANCE OF 50.22 FEET, TO A POINT;
COURSE No. 7: RUN THENCE, NORTH 26°50'02" WEST, A DISTANCE OF 54.89 FEET, TO A POINT; COURSE No. 8: RUN THENCE, NORTH 00°03'59" WEST, A DISTANCE OF 74.72 FEET, TO A POINT;
COURSE No. 9: RUN THENCE, NORTH 19°45'34" EAST, A DISTANCE OF 60.57 FEET, TO A POINT; COURSE No. 10: RUN THENCE, NORTH 20°55'41" EAST, A DISTANCE OF 88.57 FEET, TO A POINT;
COURSE No. 11: RUN THENCE, NORTH 32°21'34" EAST, A DISTANCE OF 46.52 FEET, TO A POINT; COURSE No. 12: RUN THENCE, NORTH 30°48'52" EAST, A DISTANCE OF 56.66 FEET, TO A POINT;
COURSE No. 13: RUN THENCE, NORTH 20°44'51" EAST, A DISTANCE OF 46.62 FEET, TO A POINT; COURSE No. 14: RUN THENCE, NORTH 04°21'12" EAST, A DISTANCE OF 47.91 FEET, TO A POINT;
COURSE No. 15: RUN THENCE, NORTH 08°57'45" EAST, A DISTANCE OF 63.14 FEET, TO A POINT; COURSE No. 16: RUN THENCE, NORTH 01°38'15" EAST, A DISTANCE OF 64.55 FEET, TO A POINT;
COURSE No. 17: RUN THENCE, NORTH 09°03'59" EAST, A DISTANCE OF 80.87 FEET, TO A POINT; COURSE No. 18: RUN THENCE, NORTH 01°37'26" EAST, A DISTANCE OF 59.40 FEET, TO A POINT;
COURSE No. 19: RUN THENCE, NORTH 10°27'44" EAST, A DISTANCE OF 50.01 FEET, TO A POINT; COURSE No. 20: RUN THENCE, NORTH 53°03'27" EAST, A DISTANCE OF 33.22 FEET, TO A POINT, ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED, FROM RAYONER TIMBERLANDS OPERATING COMPANY, LP TO ABERDEEN DEVELOPMENT, LLC, AND RECORDED IN OFFICIAL RECORDS BOOK 2036, PAGE 1046 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, SOUTH 87°48'21" EAST, ALONG THE AFORESAID SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 716.57 FEET, TO THE SOUTHEAST CORNER OF LAST SAID LANDS; RUN THENCE, ALONG THE EASTERLY LINE OF LAST SAID LANDS, THE FOLLOWING TWO (2) COURSES AND DISTANCES:
COURSE No. 1: NORTH 03°57'40" WEST, A DISTANCE OF 3,162.69 FEET, TO A POINT; COURSE No. 2: NORTH 02°35'39" WEST, A DISTANCE OF 263.84 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 17,217,407 SQUARE FEET, OR 395.25 ACRES, MORE OR LESS, IN AREA.

**LONGLEAF PINE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Declaration of Jurisdiction
Agreement

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302

**DECLARATION OF CONSENT TO JURISDICTION OF
LONGLeAF PINE COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

ICI CROSSROADS HOLDINGS, LLC, a Florida limited liability company (“Landowner”), is the owner of those lands described in **Exhibit A** attached hereto (“Property”) located within the boundaries of Longleaf Pine Community Development District (“District”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner acknowledges that the District is, and has been at all times, on and after September 23, 2021, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of St. Johns County, Florida (“County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2021-67, effective as of September 23, 2021, was duly and properly adopted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District (“Board”) were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from September 23, 2021, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby confirms and agrees, that the special assessments imposed by Resolution Nos. 2022-26, 2022-27, 2022-33, and 2022-37 (collectively, “2022 Assessment Resolutions”), duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Section 170.09, *Florida Statutes*, and rights provided in the 2022 Assessment Resolutions, to prepay the special assessments without interest within thirty (30) days after the improvements set forth in the *Engineer’s Report for Capital Improvements for Infrastructure*

dated October 12, 2021, as supplemented by the *Supplemental Engineer's Report* dated March 17, 2022 (collectively, "Engineer's Report") are completed, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the 2022 Assessment Resolutions.

4. The Landowner hereby expressly (i) acknowledges that the special assessments, the 2022 Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Special Assessment Bonds, Series 2022 ("Series 2022 Bonds") securing payment thereof and all other documents and certifications relating to the issuance of the Series 2022 Bonds (collectively, "Financing Documents") are valid and binding obligations enforceable in accordance with their terms; (ii) acknowledges, represents and agrees that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments or claims of invalidity, deficiency or unenforceability of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) acknowledges and agrees that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year, or may be foreclosed on pursuant to Chapters 170 and 190, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the special assessments is available from the District Manager, c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900.

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

Effective the 24th day of May, 2022.

ICI CROSSROADS HOLDINGS, LLC
a Florida limited liability company

By its Managing Member:
**INTERVEST
CONSTRUCTION OF JAX,
INC.**, a Florida corporation

WITNESSES:

(Print Name of Witness)

By: J. Andrew Hagan
Its: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by J. Andrew Hagan, as _____ of ICI Crossroads Holdings, LLC, a Florida limited liability company, on behalf of the company. S/He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

**LONGLEAF PINE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of True-up Agreement

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

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302

**AGREEMENT BETWEEN LONGLEAF PINE COMMUNITY
DEVELOPMENT DISTRICT AND ICI CROSSROADS HOLDINGS, LLC,
REGARDING THE TRUE-UP AND PAYMENT OF SERIES 2022
ASSESSMENTS**

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

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (“District”); and

ICI CROSSROADS HOLDINGS, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundaries of the District, whose principal address is 2379 Beville Road, Daytona Beach, Florida 32119, and its successors and assigns (“Developer,” and together with the District, “Parties”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2021-67 of the Board of County Commissioners of St. Johns County, Florida, enacted and effective on September 23, 2021, for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, a Final Judgment was issued by the Circuit Court of the Seventh Judicial Circuit of Florida, in and for St. Johns County, on December 2, 2021, validating the authority of the District to issue up to \$27,500,000 in aggregate principal amount of Longleaf Pine Community Development District Special Assessment Bonds to finance certain improvements and facilities within the District; and

WHEREAS, the District has adopted a Capital Improvement Plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services to be financed by the Series 2022 Bonds are more specifically described and identified in the *Engineer’s Report for Capital Improvements for Infrastructure* dated

October 12, 2021, as supplemented by the *Supplemental Engineer's Report* dated March 17, 2022 (together, "Engineer's Report"); and

WHEREAS, the District intends to finance a portion of its Capital Improvement Plan ("Series 2022 Project") \$9,370,000 Special Assessment Bonds, Series 2022 ("Series 2022 Bonds") to finance a portion of the design, construction or acquisition of certain infrastructure improvements ("Series 2022 Project"); and

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

WHEREAS, the District's special assessments securing the Series 2022 Bonds ("Series 2022 Assessments") were imposed on those benefitted lands within the District as more specifically described in Resolutions 2022-26, 2022-27, 2022-33, and 2022-37 (collectively, "Assessment Resolutions"); and

WHEREAS, Developer is the owner of certain lands within the boundaries of the District, which lands are described in **Exhibit A** ("Property"), which is attached hereto and incorporated herein by reference; and

WHEREAS, Developer agrees that the Property benefits from the design, construction or acquisition of the Series 2022 Project; and

WHEREAS, Developer agrees that the Series 2022 Assessments which were imposed on the Property have been validly imposed and constitute valid, legal and binding liens upon the Property; and

WHEREAS, Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Series 2022 Assessments within thirty (30) days after completion of the Series 2022 Project; and

WHEREAS, Developer waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Assessments on the Property; and

WHEREAS, Developer intends that the Property will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be more or less than the densities assumed in the Assessment Report (hereinafter defined); and

WHEREAS, the *Master Assessment Methodology* dated October 2021, and the *Supplemental Assessment Methodology, Series 2022 Bonds*, dated May 11, 2022 (collectively, "Assessment Report"), anticipate a mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a comparison of the units actually platted within the Property and the units Developer had initially intended to develop within the Property as described in the

Assessment Report (which payments shall collectively be referenced as “True-Up Payment”); and

WHEREAS, Developer and the District desire to enter into an agreement to confirm Developer’s intentions and obligations to make any and all True-Up Payments related to the Series 2022 Assessments, subject to the terms and conditions contained herein.

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

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

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

3. PAYMENT OF ASSESSMENTS.

A. Developer agrees and covenants to timely pay all such Series 2022 Assessments levied and imposed by the District on the benefitted Property within the District, whether the Series 2022 Assessments are collected by the St. Johns County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law. Developer further waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Series 2022 Assessments without interest within thirty (30) days of completion of the Series 2022 Project.

B. Developer agrees that to the extent the Developer fails to timely pay all Series 2022 Assessments collected by mailed notice of the District, said unpaid Series 2022 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.

C. Developer agrees that the provisions of this Agreement shall constitute a covenant running with Lands and shall remain in full force and effect and be binding upon Developer, its legal representatives, estates, successors, grantees, and assigns as to the Lands until released pursuant to the terms herein.

4. SPECIAL ASSESSMENT REALLOCATION.

A. Assumptions as to Series 2022 Assessments. As of the date of the execution of this Agreement, Developer has informed the District that Developer plans to construct or provide for the construction of the total number and type of units as allocated by the Assessment Report within the boundaries of the District (“Anticipated Units”).

B. Process for Reallocation of Assessments. The Series 2022 Assessments will be levied on a per acre basis on the Lands and then allocated as lands are platted and site plans are approved. In connection with such platting of acreage and site plan approval, the Series 2022 Assessments imposed on the acreage being platted or approved will be allocated based upon the precise number of units within each product type being platted or approved. In furtherance thereof, at such time as acreage is to be platted or site plans are to be approved, Developer covenants that such plat or site plan shall be presented to the District. The District shall allocate the Series 2022 Assessments to the product types being platted or approved and the remaining property in accordance with the District’s Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.

- (i) It is an express condition of the lien established by the Assessment Resolutions that any and all plats or site plans containing any portion of the Lands, as the District’s boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the Series 2022 Assessments to the product types being platted and the remaining property in accordance with the Assessment Report. Developer covenants to comply, or cause others to comply, with this requirement. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review shall be limited solely to the above described function and the enforcement of the District’s assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District.
- (ii) As the Land is platted or site plans are approved and assessments are allocated, the Assessment Report provides that the debt per assessable acre remaining on the unplatted Land shall not exceed the ceiling level established in the Assessment Report. At such time as a plat or site plan is presented to the District that involves at least twenty-five percent (25%) of the acreage of the Land, the following provisions shall apply. Commencing on that date and reoccurring at four (4) additional intervals thereafter (each such date being a "True-Up Date"), the District shall determine if the debt per assessable acre remaining on the unplatted Land is greater than the ceiling level as described in the Assessment Report, and, if it is, a debt reduction payment in the amount of such excess ("True-Up Payment") shall become due and payable that tax year in accordance with the Assessment Report, in addition to the regular assessment installment payable for lands owned by the Developer. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, Developer agrees that such payments shall be made in order to ensure the

District's timely payment of the debt service obligations on the Series 2022 Bonds.

- (iii) The remaining True-Up Dates shall occur at the 50th, 75th, 90th, and 100th percentiles of acres within the Land. Upon submission of such plat or site plan, then notwithstanding the amount of time that has elapsed since the last True-Up Payment, the District will determine whether a True-Up Payment is due and payable in accordance with the formula specified in the Assessment Report and, if it is, such True-Up Payment shall become due and payable that tax year by the Developer in addition to the regular assessment installment payable for lands owned by the Developer. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Developer agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2022 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.
- (iv) If at a True-Up Date the District determines that a True-Up Payment is due, the District may in its sole discretion suspend such True-Up Payment upon provision by the Developer of sufficient evidence that it holds all necessary land use approvals to support development totaling greater than or equal to the Anticipated Units for Phase 1 on the remaining unplatted developable acreage within the remaining Lands.
- (v) The foregoing is based on the District's understanding with Developer that Developer intends to plat or approve the Anticipated Units on the developable acres within the Land and is intended to provide a formula to ensure that the appropriate ratio of the Series 2022 Assessments to developable acres is maintained if something other than the Anticipated Units is platted and/or approved. However, the District agrees that nothing herein prohibits something other than the Anticipated Units from being platted or approved. In no event shall the District collect Series 2022 Assessments pursuant to Resolution 2021-07 in excess of the total debt service related to the Series 2022 Project, including all costs of financing and interest. If the strict application of the true-up methodology to any assessment reallocation for any plat or site plan pursuant to this paragraph would result in assessments collected in excess of the District's total debt service obligation for the Series 2022 Project, the District agrees to take appropriate action by resolution to equitably reallocate the assessments. Further, upon the District's approval of the final plat or site plan for the developable acres, the debt for any unallocated special assessments shall become due and payable and must be paid prior to the District's approval of that plat or site plan.

5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the Series 2022 Assessments and to abide by the application of True-Up Payments, if required, as set forth in the Assessment Resolutions. A

default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

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

7. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered via overnight delivery service, telecopied or hand delivered to the parties, as follows:

A. If to the District: Longleaf Pine Community Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302
Attn: Katie S. Buchanan

B. If to the Developer: ICI Crossroads Holdings, LLC
2379 Beville Road
Daytona Beach, Florida 32119
Attn: J. Andrew Hagan

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

8. ASSIGNMENT. Neither party may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party. Any purported assignment without such prior written approval is void.

9. AMENDMENT. This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of the Property without the prior written consent of the Trustee on behalf and acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds.

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

12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing, the Trustee for the Series 2022 Bonds, on behalf of the Series 2022 Bondholders, shall be a direct third-party beneficiary to the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee has not assumed any obligations hereunder.

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

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

15. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and

acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

16. EFFECTIVE DATE. This Agreement shall be effective May 24, 2022.

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

WITNESSES:

**LONGLEAF PINE COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature
Printed Name: _____

Kelly White
Chairperson, Board of Supervisors

Witness Signature
Printed Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by Kelly White, as Chairperson of Longleaf Pine Community Development District, on its behalf. S/He is personally known to me or who has produced _____ (type of identification) as identification.

Notary Public, State of Florida

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

ICI CROSSROADS HOLDINGS, LLC
a Florida limited liability company

By its Managing Member:
**INTERVEST
CONSTRUCTION OF JAX,
INC.**, a Florida corporation

WITNESSES:

(Print Name of Witness)

By: J. Andrew Hagan
Its: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by J. Andrew Hagan, as _____, on behalf of the company. S/He is personally known to me or who has produced _____ (type of identification) as identification.

Notary Public, State of Florida

Exhibit A: Property Description

EXHIBIT A

**LONGLEAF PINE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Acquisition Agreement

ACQUISITION AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of May, 2022, by and between:

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (“**District**”); and

ICI CROSSROADS HOLDINGS, LLC, a Florida limited liability company and owner and primary developer of lands within the boundary of the District, whose mailing address is 2379 Belville Road, Daytona Beach, Florida 32119 (“**Developer**”).

RECITALS

WHEREAS, the District was established September 21, 2021, by Ordinance No. 2021-67 adopted by the Board of Commissioners of St. Johns County, Florida, for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to roadways, stormwater management, utilities, including water, reuse and sanitary sewer systems, and other infrastructure within the boundaries of the District; and

WHEREAS, the District intends to finance, in part, the planning, design, acquisition, construction, and installation of the Improvements as detailed in the *Master Engineer’s Report, dated October 12, 2021* as updated by the *Supplemental Engineer’s Report* dated March 17, 2022 (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**, through the sale of \$9,370,000 Longleaf Pine Community Development District Special Assessment Bonds, Series 2022 (“**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to proceed with either the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (“**Work Product**”) or the construction of the improvements described in the Engineer’s Report (“**Improvements**”); and

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

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

WHEREAS, the Developer is under contract to create or has created the Work Product for the District and wishes to convey to the District any and all of Developer’s right, title and interest in the Work Product and provide for the parties who actually created the Work Product to allow the District to use and rely on the Work Product, as it is completed; and

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

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

WHEREAS, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing on the District's Bonds, the Developer has commenced construction of some portion of the Improvements; and

WHEREAS, the Developer agrees to convey to the District all right, title and interest in the portion of the Improvements completed as of the Acquisition Date (as hereinafter defined) upon payment from proceeds of any future series of bonds issued by the District (or as otherwise provided for herein); and

WHEREAS, in conjunction with the acquisition of the Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements described in **Exhibit A**, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District ("**Real Property**"); and

WHEREAS, the Developer agrees to convey such Real Property to the District and in a form satisfactory to the District and subject to the conditions set forth herein; and

WHEREAS, the Developer acknowledges that upon its conveyance, the District will have the right to use the Real Property for any and all lawful public purposes and further desires to release to the District its right, title, and interest in and to the Real Property (except as provided for in this Agreement); and

WHEREAS, the District and the Developer are entering into this Agreement to ensure the timely provision of the infrastructure and development.

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

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

2. WORK PRODUCT. The District agrees to pay the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Agreement, including the repayment of funds advanced by the Developer and used by the

District to fund the preparation of Work Product. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the parties may jointly agree upon (“**Acquisition Date**”). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (“**Board**”) the total actual amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Bond Trustee. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the District’s Bond Trustee. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Developer agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer and approved by the Board pursuant to and as set forth in this Agreement.

B. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.

C. The Developer acknowledges the District’s right to use and rely upon the Work Product for any and all purposes.

D. The Developer agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer’s Report.

E. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the

Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

3. ACQUISITION OF IMPROVEMENTS. The Developer has constructed, is constructing, or has under contract to construct and complete certain Improvements. The District agrees to acquire those portions of the Improvements which have been commenced or completed prior to the issuance of District debt. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, indemnifications or documentation as may be reasonably requested by the District. Any Real Property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of section 4. The District Engineer in consultation with District Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the Improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the satisfaction of the District. If any item acquired is to be conveyed to a third party governmental body, then the Developer agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.

B. The District Engineer shall certify as to the actual cost of any Improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the reasonable cost of the Improvement, whichever is less, as determined by the District Engineer.

C. The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

4. ACQUISITION OF REAL PROPERTY. The District agrees to accept the dedication or conveyance of some or all of the real property over which the Improvements have been or will be constructed or which otherwise facilitates the operation and maintenance of the Improvements. Such dedication or conveyance shall be at no cost to the District. Developer agrees to provide to the District the following: (i) appropriate special warranty deeds or other instruments of conveyance acceptable to the District, and (ii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. Developer and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District and lands which remain in

Developer's ownership. The parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. Developer agrees that it has, or shall at the time of conveyance provide, good and marketable title to the real property to be acquired which shall be free from all liens and encumbrances. Developer here indemnifies and hold the District harmless from any and all claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District as a result of Developer's failure, whether intentional, negligent or otherwise, to comply with the terms of this section.

5. LIMITATION ON ACQUISITIONS. The Developer and the District agree and acknowledge that any and all acquisitions, whether for Improvements, Work Product or related Real Property, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities.

6. TAXES, ASSESSMENTS, AND COSTS.

A. *Taxes, assessments and costs resulting from Agreement.* The Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or the Developer's property or property interest, or any other such expense. As to any parcel of Real Property conveyed by Developer pursuant to this Agreement, the potential obligations of the Developer to pay such taxes, assessments and cost that may be incurred as a result of the parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Real Property.

B. *Taxes and assessments on property being acquired.* The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the St. Johns County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which

each parcel of property is conveyed. For example, if the District acquires property in October 2022, the Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2022. If any additional taxes are imposed on the District's property in 2022, then the Developer agrees to reimburse the District for that additional amount.

ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

C. **Notice.** The parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

D. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

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

8. **INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition or assignment of the relevant Real Property, District Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, District Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

9. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to

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

10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

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

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

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

A. If to District: Longleaf Pines Community Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Katie S. Buchanan

B. If to the Developer: ICI Crossroads Holdings, LLC
2379 Belville Road
Daytona Beach, Florida 32119
Attn: J. Andrew Hagan

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

address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

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

15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of bonds issued by the District for the purpose of acquiring any Work Product, Real Property, or portion of the Improvements.

16. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

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

18. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within five (5) years from the date of this Agreement.

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

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

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

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

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of May 24, 2022.

ATTEST:

**LONGLEAF PINE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

Kelly White
Chairperson/ Vice Chairperson
Board of Supervisors

ICI CROSSROADS HOLDINGS, LLC
a Florida limited liability company

By its Managing Member:
**INTERVEST CONSTRUCTION OF
JAX, INC.,** a Florida corporation

WITNESSES:

(Print Name of Witness)

By: J. Andrew Hagan
Its: _____

Exhibit A: *Supplemental Engineer's Report*