

# Longleaf Pine Community Development District

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

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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, July 21, 2022, at 12:15 p.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](mailto: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 #**

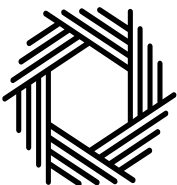
<https://pfmgroup.webex.com/meet/carvalhov>

## **BOARD OF SUPERVISORS' MEETING AGENDA**

- Roll Call to Confirm Quorum
- Public Comment Perion
- 1. Administration of the Oath of Office to New Member of the Board of Supervisors

## **General Business Matters**

2. Consideration of Minutes of the April 21, 2022, Board of Supervisors Meeting
3. Review & Acceptance of Fiscal Year 2021 Audit Report (*Provided under separate cover*)
4. Public Hearing on the Adoption of the District's Annual Budget
  - a. Public Comments and Testimony
  - b. Board Comments
  - c. Consideration of Resolution 2022-38, Adopting the Fiscal Year 2023 Budget and Appropriating Funds
5. Public Hearing on the Imposition of Special Assessment
  - a. Public Comments and Testimony
  - b. Board Comments
  - c. Consideration of Resolution 2022-39, Imposing Special Assessment and Certifying an Assessment Roll
6. Consideration of Resolution 2022-40, Adopting the Annual Meeting Schedule for Fiscal Year 2022-2023
7. Letter from the Supervisor of Elections- St. Johns County
8. Review and Consideration of the Disclosure of Public Financing (under separate cover)



**pfm**

9. Consideration of Funding Requests # 14-22.
10. Consideration of Requisition #3 & Acquisition Documents Pertaining to Wetland Mitigation
11. Review of District Financial Statements

### **Other Business**

#### **Staff Reports**

District Counsel  
District Engineer  
District Manager

#### **Supervisor Requests and Audience Comments**

### **Adjournment**



**pfm**

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Administration of the Oath of Office to New  
Member of the Board of Supervisors

**LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS**

**OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF ST. JOHNS COUNTY

The foregoing oath was administered before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Longleaf Pine Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the April 21,  
2022, Board of Supervisors' Meeting

**MINUTES OF MEETING**

**LONGLEAF PINE COMMUNITY DEVELOPMENT  
DISTRICT BOARD OF SUPERVISORS MEETING**

**Thursday, April 21, 2022**

**12:00 p.m. at the Holiday Inn St.**

**Augustine – World Golf Village**

**457 Commerce Lake Drive**

**St. Augustine, FL 32095**

Board Members present at roll call in person or via phone:

Kelly White	Chairperson
James Stowers	Vice Chairperson
Andy Hagan	Assistant Secretary

Also, Present in person or via phone:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Katie Buchanan	District Counsel- Kutak Rock LLP	
Sete Zare	Underwriter- MBS Capital Markets	(via phone)
Ken Artin	Bond Counsel- Bryant Miller Olive	(via phone)
Vince Dunn	District Engineer- Dunn & Associates, Inc.	(via phone)
Mike Veazey	ICI Homes- Project Manager	(via phone)
Amy Champagne	PFM Group Consulting LLC	(via phone)

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order at 12:10 p.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above.

**Public Comment Period**

There were no other public comments.

**SECOND ORDER OF BUSINESS**

**Administrative Matters**

**Consideration of the Minutes of  
the January 20, 2022, Auditor  
Selection Committee Meeting**

The Board reviewed the minutes of the January 20, 2022, Board of Supervisors' Meeting.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board approved the Minutes of the January 20, 2022, Auditor Selection Committee Meeting.

**Consideration of the Minutes of the January 20, 2022, Board of Supervisors Meeting**

The Board reviewed the minutes of the January 20, 2022, Board of Supervisors' Meeting.

ON MOTION by Mr. Stowers, seconded by Mr. Hagan, with all in favor, the Board approved the Minutes of the January 20, 2022, Board of Supervisors Meeting.

**THIRD ORDER OF BUSINESS**

**General Business Matters**

**Ratification of Resolution 2022-34, Adopting Fiscal 2022 Budget**

Mr. Carvalho explained that the Resolution 2022-34 is the correct resolution number for the approval of the Budget and not the previous resolution # that was presented and approved. Ms. Carvalho requested a motion to ratify Resolution 2022-34 by the Board.

ON MOTION by Ms. Hagan, seconded by Mr. Stowers, with all in favor, the Board ratified the Resolution 2022-34, Adopting the Fiscal 2022 Budget.

**Consideration Resolution 2022-35, Approving a Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date [Suggested Date, July 21, 2022] (under separate cover)**

It was stated that this meeting would take place at 12:15 p.m. and the total net revenue for the Proposed Budget FY 2023 is \$198,905.00.

ON MOTION by Ms. Hagan, seconded by Mr. Stowers, with all in favor, the Board approved the Preliminary Budget for Fiscal Year 2023 and Set a Public Hearing Date

**Consideration of Resolution 2022-36, Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date**

Ms. Carvalho stated that this meeting will take place on November 1, 2022 at 11:30 a.m. if needed.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board approved Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date.

**Consideration of Master  
Tax Collector Agreement  
with St. Johns County Tax  
Collector**

ON MOTION by Mr. Hagan, seconded by Ms. White, with all in favor, the Board approved the Master Tax Collector Agreement with St. Johns County Tax Collector.

**Ratification of Kutak Rock  
Retention & Fee Agreement**

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board ratified the Kutak Rock Retention & Fee Agreement

**Ratification of Grau &  
Associates Engagement  
Letter for Auditing Services  
FY 2021**

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board ratified the Grau & Associates Engagement Letter for Auditing Services FY 2021.

**Consideration of Funding  
Requests # 9-13**

ON MOTION by Mr. Hagan, seconded by Mr. Stowers, with all in favor, the Board approved the Funding Requests # 9-13.

**Review of District Financial  
Statements**

Ms. Carvalho noted these are through February 28, 2022.

**FOURTH ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

There were no reports.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

Ms. Carvalho noted the next meeting is scheduled to take place May 19, 2022.



As there are no additional items to come before the Board, Ms. Carvalho requested a motion to adjourn the meeting.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Thursday, April 23, 2022 Board of Supervisors' Meeting of Longleaf Pine CDD was adjourned at 12:23 p.m.

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Secretary / Assistant Secretary

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Chairperson / Vice Chairperson

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Review and Acceptance of Fiscal Year 2021  
Audit Report  
*(Provided Under Separate Cover)*

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-38,  
Adopting the Fiscal Year 2023 Budget  
and Appropriating Funds  
*(Exhibits Provided Under Separate  
Cover)*

## RESOLUTION 2022-38

**THE ANNUAL APPROPRIATION RESOLUTION OF THE LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Longleaf Pine Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Longleaf Pine Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
TOTAL ALL FUNDS	\$_____

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

ATTEST:

**LONGLEAF PINE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of  
Supervisors

**Exhibit A:** FY 2022/2023 Budget

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-39  
Imposing Special Assessment and  
Certifying Assessment Roll

**RESOLUTION 2022-39**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Longleaf Pine Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in St. Johns County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget(s) ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A**;" and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and



**WHEREAS**, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to directly collect the special assessments as identified in the Assessment Roll; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

A. **Direct Bill Assessments.** The operations and maintenance special assessments will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Operation and maintenance assessments directly collected by the District are due according to the following schedule: 25% due no later than October 15, 2022; 25% due no later than January 15, 2023; 25% due no later than April 15, 2023; and 25% due no later than July 15, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by

the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

**B. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**LONGLEAF PINE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair, Board of Supervisors

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

**Exhibit A**  
Budget

**Exhibit B**  
Assessment Roll

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-40  
Adopting the Annual Meeting Schedule for  
Fiscal Year 2022-2023

**RESOLUTION 2022-40**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
LONGLeAF PINE COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL  
YEAR 2022-2023**

**WHEREAS**, the Longleaf Pine Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 2004-423, Laws of Florida; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

**WHEREAS**, the Board has proposed the Fiscal Year 2022-2023 annual meeting schedule as attached in **Exhibit A**;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF THE  
LONGLeAF PINE COMMUNITY DEVELOPMENT DISTRICT**

1. The Fiscal Year 2022-2023 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.

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

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF JULY, 2022.**

**ATTEST:**

**LONGLeAF PINE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

**EXHIBIT "A"**

**BOARD OF SUPERVISORS MEETING DATES  
LONGLeAF PINE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022-2023**

October 20, 2022

January 19, 2023

April 20, 2023

July 20, 2023

All meetings will convene at 12:15 p.m. at Guy Harvey Resort St. Augustine Beach- 860 A1A Beach Blvd, St Augustine Beach, FL 32080

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Letter from the Supervisor of Elections  
Saint Johns County



April 27, 2022

Longleaf Pine CDD  
Attn: Jennifer Walden, Sr. Dist. Manager  
c/o PFM  
3501 Quadrangle Blvd., Suite 270  
Orlando, FL 32817

Dear Ms. Walden:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Longleaf Pine CDD

0 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2022.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes  
Supervisor of Elections

VO/ew

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the  
Disclosure of Public Financing  
*(Provided Under Separate Cover)*

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Funding Requests  
#14 -- 22

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 014  
3/31/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	<b>PFM Group Consulting LLC</b> Billable Expenses: January 2022	119380	\$ 1,164.54
2	<b>VGlobalTech</b> Web Design: New ADA Compliant Website	3603	\$ 3,000.00
	Monthly Website Fee: March 2022	3645	\$ 160.00
	Monthly Website Fee: February 2022	3703	\$ 150.00
<b>TOTAL</b>			<b>\$ 4,474.54</b>

  
Board Member

Please Return To:  
Longleaf Pine CDD  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 015

4/7/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	<b>Kutak Rock</b> District Counsel Through 02/28/22	3024446	\$ 99.00
<b>TOTAL</b>			<b>\$ 99.00</b>

  
\_\_\_\_\_  
Board Member

Please Return To:  
Longleaf Pine CDD  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 016**

4/14/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	<b>Jacksonville Daily Record</b> Legal Advertising on 04/14/22	22-00150J	\$ 146.00
<b>TOTAL</b>			<b>\$ 146.00</b>

  
Board Member

Please Return To:  
Longleaf Pine CDD  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 017  
4/21/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	<b>PFM Group Consulting LLC</b> Billable Expenses: March 2022	119673	\$ 121.00
<b>TOTAL</b>			<b>\$ 121.00</b>

  
Board Member

Please Return To:  
Longleaf Pine CDD  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 018  
4/28/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	<b>PFM Group Consulting LLC</b> District Management Fee: April 2022	DM-04-2022-29	\$ 2,083.33
<b>TOTAL</b>			<b>\$ 2,083.33</b>

  
\_\_\_\_\_  
Board Member

Please Return To:  
Longleaf Pine CDD  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329



**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 019  
5/5/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Kutak Rock District Counsel Through 03/31/22	3040163	\$ 768.00
<b>TOTAL</b>			<b>\$ 768.00</b>

  
\_\_\_\_\_  
Board Member

Please Return To:  
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c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 020  
5/19/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	<b>Jacksonville Daily Record</b> Legal Advertising on 05/12/22	22-00204J	\$ 146.00
2	<b>VGlobalTech</b> Monthly Website Fee: April 2022	3780	\$ 160.00
	Monthly Website Fee: May 2022	3860	\$ 160.00
<b>TOTAL</b>			<b>\$ 466.00</b>

  
Board Member

Please Return To:  
Longleaf Pine CDD  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 021  
5/26/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	<b>PFM Group Consulting</b> District Management Fee: May 2022	DM-05-2022-28	\$ 2,083.33
<b>TOTAL</b>			<b>\$ 2,083.33</b>

  
Board Member

Please Return To:  
Longleaf Pine CDD  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 022  
6/9/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	<b>Kutak Rock</b> District Counsel Through 04/30/22	3054479	\$ 709.06
2	<b>PFM Group Consulting</b> Billable Expenses Through May 2022	120270	\$ 50.05
	District Management Fee: June 2022	DM-06-2022-26	\$ 2,083.33
	Postage: April 2022	OE-EXP-05-029	\$ 1.06
<b>TOTAL</b>			<b>\$ 2,843.50</b>

  
\_\_\_\_\_  
Board Member

Please Return To:  
Longleaf Pine CDD  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Blvd. Ste. 270  
Orlando, FL 32817-8329

**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Requisition #3 &  
Acquisition Documents Pertaining to  
Wetland Mitigation

## REQUISITION - 2022 ACQUISITION AND CONSTRUCTION ACCOUNT

Longleaf Pine Community Development District  
St. Johns County, Florida

U.S. Bank Trust Company, as Trustee  
Orlando, Florida

### LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, as trustee (the "Trustee"), dated as of May 24, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of May 24, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: 3
- (B) Name of Payee: ICI Crossroads Holdings, LLC
- (C) Amount Payable: \$16,900.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Wetland mitigation credits in conjunction with the 2022 Project
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2022 Project;
4. each disbursement represents a Cost of the 2022 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

**LONGLEAF PINE COMMUNITY  
DEVELOPMENT DISTRICT**

By: Keely White  
Responsible Officer

Date: 6/13/2022

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

Vincent J. Dunn

Consulting Engineer  
Vincent J. Dunn, P.E.

June 13, 2022

Board of Supervisors  
Longleaf Pine Community Development District  
c/o PFM Group Consulting LLC  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817

RE: Acquisition of Mitigation Credits

Dear Sir or Madam:

ICI Crossroads Holdings, LLC (“Developer”), wishes to sell to the Longleaf Pine Community Development District (“District”) all rights, interests, and entitlements to those certain mitigation credits Developer acquired pursuant to the *Credit Reservation and Purchase Agreement* dated December 9, 2020, a copy of which is attached hereto as **Exhibit A**. The Developer wishes to convey the mitigation credits, which relate to improvements described in the District’s *Engineer’s Report Capital Improvements for Infrastructure* dated October 12, 2021, as updated by the *Supplemental Engineer’s Report Capital Improvements for Infrastructure* dated March 17, 2022 (together, “Engineer’s Report”), to the District in exchange for the payment of **\$16,900.00**, from the District’s tax-exempt bonds.

Sincerely,

ICI Crossroads Holdings, LLC, a Florida limited liability company

By: 

Print Name: Morteza Hosseini-Kargar  
President of Intervest Construction of Jax, Inc.  
Sole Member of ICI Crossroads Holdings, LLC

**Exhibit A** – Credit Reservation and Purchase Agreement



Exhibit A

**CREDIT RESERVATION AND PURCHASE AGREEMENT**

**for Highlands Ranch Mitigation Bank**

On this 4<sup>th</sup> day of December, 2020, CRP/HLV Highlands Ranch LLC, 1611 Mayfair Rd. Ste 1, Jacksonville, Florida 32207, the Owner of the Highlands Ranch Mitigation Bank (hereinafter "Seller" or "Highlands Ranch") does hereby offer to reserve and set aside for future assignment for the sole benefit of ICI Crossroads Holdings, LLC (hereinafter "Buyer"), a total of .21 State and .34 Federal Mitigation Bank Credits ("credits"). The credits are available and have been issued to Seller pursuant to Seller's Mitigation Banking Permits: St. Johns River Water Management District (SJRWMD): 4-019-116094-2; and U.S. Army Corps of Engineers (USACOE): MBI/SAJ-2008-4782-YG.

When full payment is made, Seller will formally assign the credits reserved by this Credit Reservation and Purchase Agreement (hereinafter "Agreement") to Buyer. In this instance, Buyer has indicated that these credits are to be used to offset both federal and state regulated wetland impacts associated with the Crossroads at Middlebourne, SJRWMD application number 113098-16 and USACE application number SAJ-2018-02253. Seller warrants that the combined federal/state mitigation credits reserved herein are and will be available for Buyer to offset approved impacts proposed for this project within the terms described herein. Seller makes no warranty that the credits, reserved herein, are sufficient to offset any particular impact associated with the Buyer's project.

Seller hereby commits to fully assign the .21 State and .34 Federal Mitigation Bank Credits reserved combined federal/state mitigation credits from the Highlands Ranch Mitigation Bank to Buyer (and direct the St. Johns River Water Management District and US Army Corps of Engineers to deduct those credits from its state and federal ledgers, as appropriate) if full payment is made within 180 days from the receipt of a 10% deposit of the total purchase price. The total purchase price for the .21 State and .34 Federal Mitigation Bank Credits credits is sixteen thousand nine hundred dollars (\$16,900.00). This Agreement is subject to acceptance within 30 days of the above date. Beyond that time, the price and availability of credits cannot be guaranteed.

Buyer shall pay a 10% deposit of one thousand six hundred ninety dollars (\$1,690.00) upon execution of this Agreement and shall return payment for the same to Seller along with the executed copy of this Agreement. This deposit is refundable on a pro-rated basis, beginning on the date of the receipt of deposit. Such refund shall only occur if the Buyer terminates this Agreement by giving written notification to the Seller, thereby giving up any and all claims to, or interest in, the mitigation credits reserved hereby. Upon such termination, the pro-rated terms governing any refunds of the deposit shall be as follows: 50% refundable within 30 days; 40% refundable within 60 days; 30% refundable within 90 days; 20% refundable within 120 days; 10% refundable within 150 days; and 0% refundable thereafter. If Buyer desires a credit reservation time extension beyond the 180 days warranted by this Agreement, an additional extension of 90 days may be granted by Seller prior to the expiration of this Agreement, upon payment from Buyer to Seller of an additional 10% non-refundable deposit.

This deposit is also refundable if the St. Johns River Water Management District or Florida Department of Environmental Protection does not approve the use of the state credits or the US Army Corps of Engineers does not approve of the use of the federal credits, Seller will refund Buyer the deposit upon receipt in writing of documentation indicating the appropriate agency's disapproval of the credit usage. In such case, Buyer shall have no further obligation to purchase the credits.

If the above referenced agencies approve the use of the credits, the balance of the total credit purchase price shall be due and payable within 10 days of issuance of the last of the required permit(s) authorizing the use of any or all of the credits to offset wetland impacts, or 180 days after receipt of deposit whichever occurs first. Unless an extension is purchased by Buyer, failure to finalize the credit purchase within 180 days after receipt of deposit shall be considered default by Buyer, thereby terminating this Agreement and forfeiting the deposit.

The Parties represent to one another that the execution, delivery and performance of this Agreement does not violate or conflict with, any provisions of the corporate charter or by-laws of either Party, any contract, financing agreement, lease, or other agreement of the Parties or by which any of their properties may be affected, or any law, regulation, judgment, order or decree to which either of the Parties are subject or by which any of their properties may be affected.

The execution, delivery, and performance of this Agreement does not require the consent or approval of or the giving of notice to any person or entity except for those consents which have been duly and finally obtained and are in full force and effect.

If this Agreement must be enforced in court, the Parties consent to the jurisdiction of Florida state courts sitting in Duval County, Florida, and that venue for any such action shall be in Duval County, Florida. The Parties waive the right to a jury trial. In any action to enforce this Agreement, the prevailing party shall recover its legal expenses from the non-prevailing party.

This Agreement is entire agreement and understanding between the Parties, and supersedes all prior agreements and understandings. This Agreement may be executed in a number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. Signatures may be affixed to, and communicated by, facsimile copies, or other electronic transmission, and such signatures shall further constitute, and have the same effect as, an original.

Payments shall be made to: CRP/HLV Highlands Ranch LLC, and delivered to: CRP/HLV Highlands Ranch LLC, Attn: Marc Hassan, 1611 Mayfair Rd. Ste 101, Jacksonville, Florida 32207 or by wire transfer to an account Seller directs. Upon receipt of the initial deposit, Seller will send a Notice of Credit Reservation to the appropriate environmental regulatory agencies.

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SIGNATURES ARE ON THE FOLLOWING PAGE.

FOR SELLER:

CRP/HLV Highlands Ranch LLC

Marc Hassan



Signature

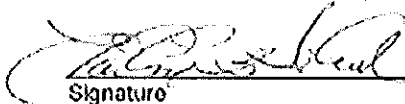
2020.12.09

Date

FOR BUYER:

ICI Crossroads Holdings, LLC

Corporate Representative (Printed Name): CHARLENE B. IRLAND

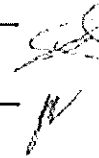


Signature

Title

12/7/2020

Date



**AFFIDAVIT REGARDING COSTS PAID**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS


I, Morteza Hosseini-Kargar, of ICI Crossroads Holdings, LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Morteza Hosseini-Kargar, and I am President of Intervest Construction of Jax, Inc., the Sole Owner of the Developer. I have authority to make this affidavit on behalf of Developer.
3. The Developer is the developer of certain lands within Longleaf Pine Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The *Engineer's Report Capital Improvements for Infrastructure* dated October 12, 2021, as updated by the *Supplemental Engineer's Report Capital Improvements for Infrastructure* dated March 17, 2022, among other applicable reports related to the District's current and future bond series (together, "**Engineer's Report**") describes certain improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to the *Credit Reservation and Purchase Agreement* dated December 9, 2020, a copy of which is attached hereto as **Exhibit A**, Developer has expended funds to obtain mitigation credits relative to its construction of the improvements described in the Engineer's Report. The attached **Exhibit B** accurately states the amount that Developer has spent on the purchase of the mitigation credits.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the mitigation credits described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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


Executed this 13<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
Morteza Hosseini-Kargar

STATE OF FLORIDA  
COUNTY OF ~~ST. JOHNS~~ *Volusia*

The foregoing instrument was sworn and subscribed before me this 13<sup>th</sup> day of June, 2022, by Morteza Hosseini-Kargar, who [X] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

  
\_\_\_\_\_  
Notary Public Signature

**JOANNE SCHMIEDER**



(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No. GG 265896  
My Commission Expires: 12/16/2022

**Exhibit A** – Credit Reservation and Purchase Agreement

**Exhibit B** – Copy of Payment

## Exhibit A

### CREDIT RESERVATION AND PURCHASE AGREEMENT

#### for Highlands Ranch Mitigation Bank

On this 4<sup>th</sup> day of December, 2020, CRP/HLV Highlands Ranch LLC, 1611 Mayfair Rd. Ste 1, Jacksonville, Florida 32207, the Owner of the Highlands Ranch Mitigation Bank (hereinafter "Seller" or "Highlands Ranch") does hereby offer to reserve and set aside for future assignment for the sole benefit of ICI Crossroads Holdings, LLC (hereinafter "Buyer"), a total of .21 State and .34 Federal Mitigation Bank Credits ("credits"). The credits are available and have been issued to Seller pursuant to Seller's Mitigation Banking Permits: St Johns River Water Management District (SJRWMD): 4-019-116094-2; and U.S. Army Corps of Engineers (USACOE): MBI/SAJ-2008-4782-VG.

When full payment is made, Seller will formally assign the credits reserved by this Credit Reservation and Purchase Agreement (hereinafter "Agreement") to Buyer. In this instance, Buyer has indicated that these credits are to be used to offset both federal and state regulated wetland impacts associated with the Crossroads at Middlebourne, SJRWMD application number 113098-16 and USACE application number SAJ-2018-02253. Seller warrants that the combined federal/state mitigation credits reserved herein are and will be available for Buyer to offset approved impacts proposed for this project within the terms described herein. Seller makes no warranty that the credits, reserved herein, are sufficient to offset any particular impact associated with the Buyer's project.

Seller hereby commits to fully assign the .21 State and .34 Federal Mitigation Bank Credits reserved combined federal/state mitigation credits from the Highlands Ranch Mitigation Bank to Buyer (and direct the St. Johns River Water Management District and US Army Corps of Engineers to deduct those credits from its state and federal ledgers, as appropriate) if full payment is made within 180 days from the receipt of a 10% deposit of the total purchase price. The total purchase price for the .21 State and .34 Federal Mitigation Bank Credits credits is sixteen thousand nine hundred dollars (\$16,900.00). This Agreement is subject to acceptance within 30 days of the above date. Beyond that time, the price and availability of credits cannot be guaranteed.

Buyer shall pay a 10% deposit of one thousand six hundred ninety dollars (\$1,690.00) upon execution of this Agreement and shall return payment for the same to Seller along with the executed copy of this Agreement. This deposit is refundable on a pro-rated basis, beginning on the date of the receipt of deposit. Such refund shall only occur if the Buyer terminates this Agreement by giving written notification to the Seller, thereby giving up any and all claims to, or interest in, the mitigation credits reserved hereby. Upon such termination, the pro-rated terms governing any refunds of the deposit shall be as follows: 50% refundable within 30 days; 40% refundable within 60 days; 30% refundable within 90 days; 20% refundable within 120 days; 10% refundable within 150 days; and 0% refundable thereafter. If Buyer desires a credit reservation time extension beyond the 180 days warranted by this Agreement, an additional extension of 90 days may be granted by Seller prior to the expiration of this Agreement, upon payment from Buyer to Seller of an additional 10% non-refundable deposit.

This deposit is also refundable if the St. Johns River Water Management District or Florida Department of Environmental Protection does not approve the use of the state credits or the US Army Corps of Engineers does not approve of the use of the federal credits, Seller will refund Buyer the deposit upon receipt in writing of documentation indicating the appropriate agency's disapproval of the credit usage. In such case, Buyer shall have no further obligation to purchase the credits.

If the above referenced agencies approve the use of the credits, the balance of the total credit purchase price shall be due and payable within 10 days of issuance of the last of the required permit(s) authorizing the use of any or all of the credits to offset wetland impacts, or 180 days after receipt of deposit whichever occurs first. Unless an extension is purchased by Buyer, failure to finalize the credit purchase within 180 days after receipt of deposit shall be considered default by Buyer, thereby terminating this Agreement and forfeiting the deposit.

The Parties represent to one another that the execution, delivery and performance of this Agreement does not violate or conflict with, any provisions of the corporate charter or by-laws of either Party, any contract, financing agreement, lease, or other agreement of the Parties or by which any of their properties may be affected, or any law, regulation, judgment, order or decree to which either of the Parties are subject or by which any of their properties may be affected.

The execution, delivery, and performance of this Agreement does not require the consent or approval of or the giving of notice to any person or entity except for those consents which have been duly and finally obtained and are in full force and effect.

If this Agreement must be enforced in court, the Parties consent to the jurisdiction of Florida state courts sitting in Duval County, Florida, and that venue for any such action shall be in Duval County, Florida. The Parties waive the right to a jury trial. In any action to enforce this Agreement, the prevailing party shall recover its legal expenses from the non-prevailing party.

This Agreement is entire agreement and understanding between the Parties, and supersedes all prior agreements and understandings. This Agreement may be executed in a number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. Signatures may be affixed to, and communicated by, facsimile copies, or other electronic transmission, and such signatures shall further constitute, and have the same effect as, an original.

Payments shall be made to: CRP/HLV Highlands Ranch LLC, and delivered to: CRP/HLV Highlands Ranch LLC, Attn: Marc Hassan, 1611 Mayfair Rd. Ste 101, Jacksonville, Florida 32207 or by wire transfer to an account Seller directs. Upon receipt of the initial deposit, Seller will send a Notice of Credit Reservation to the appropriate environmental regulatory agencies.

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SIGNATURES ARE ON THE FOLLOWING PAGE.

FOR SELLER:

CRP/HLV Highlands Ranch LLC

Marc Hassan



Signature

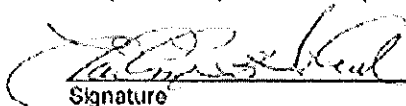
2020.12.09

Date

FOR BUYER:

ICI Crossroads Holdings, LLC

Corporate Representative (Printed Name): CHARLENE B. IRLAND

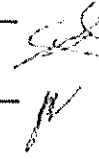


Signature

Title

12/7/2020

Date





**Exhibit B**

ICI Homes Residential Holdings, LLC

VENDOR:156599 CRP/HLV Highlands Ranch CHECK NO:021975 CHECK DATE:12/08/20

DATE	INVOICE	EXPLANATION	GROSS	DISCOUNT	NET
12/07/20	201207	mitigation crdt	16,900.00	.00	16,900.00


CHECK Total: 16,900.00 .00 16,900.00

ICI Homes Residential Holdings, LLC

VENDOR:156599 CRP/HLV Highlands Ranch CHECK NO:021975 CHECK DATE:12/08/20

DATE	INVOICE	EXPLANATION	GROSS	DISCOUNT	NET
12/07/20	201207	mitigation crdt	16,900.00	.00	16,900.00

CHECK Total: 16,900.00 .00 16,900.00

ICI Homes Residential Holdings, LLC 2379 Beville Road Daytona Beach, FL 32119		Ameris Bank	64-175/612	DATE 12/08/20	CHECK NO. 021975
PAY *****SIXTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS*****				CHECK AMOUNT ***\$16,900.00	
CRP/HLV of	CRP/HLV Highlands Ranch LLC 1611 Mayfair Road # 101 Jacksonville, FL 32207		 ADMINSTRATOR SIGNATURE		
⑈021975⑈ ⑆061201751⑆ 2048760310⑈					

**DISTRICT ENGINEER'S CERTIFICATE**

\_\_\_\_\_, 2022

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that ICI Crossroads Holdings, LLC, a Florida limited liability company, (“**SELLER**”) for good and valuable consideration paid by Longleaf Pine Community Development District, a unit of special purpose local government located in St. Johns County, Florida (“**BUYER**”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the BUYER, its successors, heirs, executors, administrators and assigns forever, all rights, interests, and entitlements to those certain mitigation credits (“**MITIGATION CREDITS**”) Developer acquired pursuant to the *Credit Reservation and Purchase Agreement* dated December 9, 2020, a copy of which is attached hereto as **Exhibit A** attached hereto and incorporated herein by reference, to have and to hold the same unto the BUYER, its executors, administrators and assigns forever.

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

This conveyance is made without recourse to or representation or warranty by SELLER except that SELLER has not previously conveyed, transferred or assigned any of the MITIGATION CREDITS to any third party. Nothing herein is intended to nor shall it be deemed to be an assumption or creation of any liabilities or obligations on the part of SELLER, and SELLER hereby expressly disclaims any such liabilities or obligations. SELLER further confirms that this Bill of Sale includes the conveyance to the BUYER of all right, title, interest, and benefit of SELLER, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, given heretofore and with respect to the creation and sale of the MITIGATION CREDITS.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this 13 day of June, 2022.

Signed, sealed and delivered by:  
ICI Crossroads Holdings, LLC, a Florida limited liability company

By: [Signature]

Print Name: Morteza Hosseini-Kargar  
President of Intervest Construction of Jax, Inc.  
Sole Member of ICI Crossroads Holdings, LLC

STATE OF FLORIDA        )  
  )  
COUNTY OF VOLUSIA    )

I HEREBY CERTIFY that on this 13<sup>th</sup> day of June, 2022, before me personally appeared Morteza Hosseini-Kargar, who acting on behalf of ICI Crossroads Holdings, LLC, signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this 13<sup>th</sup> day of June, 2022.



(NOTARIAL SEAL)

[Signature]  
Print Name: **JOANNE SCHMIEDER**  
Notary Public, State of Florida  
My Commission No.: GG 265896  
My Commission Expires: 12/16/2022

**Exhibit A – Credit Reservation and Purchase Agreement**

## Exhibit A

### CREDIT RESERVATION AND PURCHASE AGREEMENT

#### for Highlands Ranch Mitigation Bank

On this 4<sup>th</sup> day of December, 2020, CRP/HLV Highlands Ranch LLC, 1611 Mayfair Rd. Ste 1, Jacksonville, Florida 32207, the Owner of the Highlands Ranch Mitigation Bank (hereinafter "Seller" or "Highlands Ranch") does hereby offer to reserve and set aside for future assignment for the sole benefit of ICI Crossroads Holdings, LLC (hereinafter "Buyer"), a total of .21 State and .34 Federal Mitigation Bank Credits ("credits"). The credits are available and have been issued to Seller pursuant to Seller's Mitigation Banking Permits: St. Johns River Water Management District (SJRWMD): 4-019-116094-2; and U.S. Army Corps of Engineers (USACOE): MBI/SAJ-2008-4782-VG.

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Seller hereby commits to fully assign the .21 State and .34 Federal Mitigation Bank Credits reserved combined federal/state mitigation credits from the Highlands Ranch Mitigation Bank to Buyer (and direct the St. Johns River Water Management District and US Army Corps of Engineers to deduct those credits from its state and federal ledgers, as appropriate) if full payment is made within 180 days from the receipt of a 10% deposit of the total purchase price. The total purchase price for the .21 State and .34 Federal Mitigation Bank Credits credits is sixteen thousand nine hundred dollars (\$16,900.00). This Agreement is subject to acceptance within 30 days of the above date. Beyond that time, the price and availability of credits cannot be guaranteed.

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This deposit is also refundable if the St. Johns River Water Management District or Florida Department of Environmental Protection does not approve the use of the state credits or the US Army Corps of Engineers does not approve of the use of the federal credits, Seller will refund Buyer the deposit upon receipt in writing of documentation indicating the appropriate agency's disapproval of the credit usage. In such case, Buyer shall have no further obligation to purchase the credits.

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The Parties represent to one another that the execution, delivery and performance of this Agreement does not violate or conflict with, any provisions of the corporate charter or by-laws of either Party, any contract, financing agreement, lease, or other agreement of the Parties or by which any of their properties may be affected, or any law, regulation, judgment, order or decree to which either of the Parties are subject or by which any of their properties may be affected.

The execution, delivery, and performance of this Agreement does not require the consent or approval of or the giving of notice to any person or entity except for those consents which have been duly and finally obtained and are in full force and effect.

If this Agreement must be enforced in court, the Parties consent to the jurisdiction of Florida state courts sitting in Duval County, Florida, and that venue for any such action shall be in Duval County, Florida. The Parties waive the right to a jury trial. In any action to enforce this Agreement, the prevailing party shall recover its legal expenses from the non-prevailing party.

This Agreement is entire agreement and understanding between the Parties, and supersedes all prior agreements and understandings. This Agreement may be executed in a number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. Signatures may be affixed to, and communicated by, facsimile copies, or other electronic transmission, and such signatures shall further constitute, and have the same effect as, an original.

Payments shall be made to: CRP/HLV Highlands Ranch LLC, and delivered to: CRP/HLV Highlands Ranch LLC, Attn: Marc Hassan, 1611 Mayfair Rd. Ste 101, Jacksonville, Florida 32207 or by wire transfer to an account Seller directs. Upon receipt of the initial deposit, Seller will send a Notice of Credit Reservation to the appropriate environmental regulatory agencies.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.  
SIGNATURES ARE ON THE FOLLOWING PAGE.

FOR SELLER:

CRP/HLV Highlands Ranch LLC

Marc Hassan

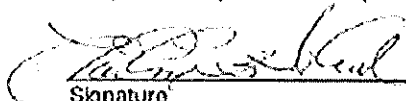
  
\_\_\_\_\_  
Signature

2020.12.09  
Date

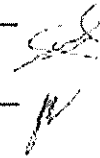
FOR BUYER:

ICI Crossroads Holdings, LLC

Corporate Representative (Printed Name): CHARLENE B. IRLAND

  
\_\_\_\_\_  
Signature Title

12/7/2020  
Date



## DISTRICT ENGINEER'S CERTIFICATE

June 8, 2022

Board of Supervisors  
Longleaf Pine Community Development District

Re: Longleaf Pine Community Development District (St. Johns County, Florida)  
Acquisition of Mitigation Credits

Ladies and Gentlemen:

The undersigned, a representative of Dunn and Associates, Inc., ("**District Engineer**"), as District Engineer for Longleaf Pine Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from ICI Crossroads Holdings, LLC ("**Developer**") of certain mitigation credits ("**Mitigation Credits**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Mitigation Credits, including but not limited to, the Bill of Sale, agreements, invoices, and other documents.
2. The Mitigation Credits are within the scope of the District's capital improvement plan as set forth in the *Engineer's Report Capital Improvements for Infrastructure* dated October 12, 2021, as updated by the *Supplemental Engineer's Report Capital Improvements for Infrastructure* dated March 17, 2022, among other applicable reports related to the current and future bond series ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The total costs associated with the Mitigation Credits are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to obtain the Mitigation Credits, and (ii) the reasonable fair market value of the Mitigation Credits.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Mitigation Credits.

[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.

*Vincent J. Dunn*

Vincent J. Dunn, P.E.

Its: Principal/President

Florida Registration No. 39452

District Engineer

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 8TH day of JUNE, 2022, by Vincent J. Dunn, P.E., Principal/President of Dunn and Associates, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [] take the oath.

*Rachel T. O'Brien*

Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires \_\_\_\_\_





**LONGLEAF PINE  
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financials

**Longleaf Pine CDD**  
Statement of Financial Position  
As of 5/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$5,359.35				\$5,359.35
Accounts Receivable - Due from Developer	3,317.33				3,317.33
Debt Service Reserve Series 2022		\$317,500.00			317,500.00
Interest Series 2022		218,736.98			218,736.98
Acquisition/Construction 2022 Series			\$3,156,788.68		3,156,788.68
Cost of Issuance Series 2022			18,250.00		18,250.00
Total Current Assets	<u>\$8,676.68</u>	<u>\$536,236.98</u>	<u>\$3,175,038.68</u>	<u>\$0.00</u>	<u>\$3,719,952.34</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$536,236.98	\$536,236.98
Amount To Be Provided				8,833,763.02	8,833,763.02
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,370,000.00</u>	<u>\$9,370,000.00</u>
<b>Total Assets</b>	<u><u>\$8,676.68</u></u>	<u><u>\$536,236.98</u></u>	<u><u>\$3,175,038.68</u></u>	<u><u>\$9,370,000.00</u></u>	<u><u>\$13,089,952.34</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$2,549.33				\$2,549.33
Deferred Revenue	3,317.33				3,317.33
Total Current Liabilities	<u>\$5,866.66</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$5,866.66</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$9,370,000.00	\$9,370,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9,370,000.00</u>	<u>\$9,370,000.00</u>
<b>Total Liabilities</b>	<u><u>\$5,866.66</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$9,370,000.00</u></u>	<u><u>\$9,375,866.66</u></u>

**Longleaf Pine CDD**  
Statement of Financial Position  
As of 5/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Net Assets</u></b>					
Current Year Net Assets - General Government	2,810.02				2,810.02
Current Year Net Assets, Unrestricted		536,236.98			536,236.98
Current Year Net Assets, Unrestricted			3,200,538.68		3,200,538.68
Current Year Net Assets - General Government			(25,500.00)		(25,500.00)
<b>Total Net Assets</b>	<u>\$2,810.02</u>	<u>\$536,236.98</u>	<u>\$3,175,038.68</u>	<u>\$0.00</u>	<u>\$3,714,085.68</u>
<b>Total Liabilities and Net Assets</b>	<u>\$8,676.68</u>	<u>\$536,236.98</u>	<u>\$3,175,038.68</u>	<u>\$9,370,000.00</u>	<u>\$13,089,952.34</u>

**Longleaf Pine CDD**  
**Statement of Activities**  
As of 5/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Revenues</u></b>					
Developer Contributions	\$45,519.95				\$45,519.95
Other Income & Other Financing Sources	0.35				0.35
Debt Proceeds		\$536,236.98			536,236.98
Debt Proceeds			\$8,833,763.02		8,833,763.02
Total Revenues	\$45,520.30	\$536,236.98	\$8,833,763.02	\$0.00	\$9,415,520.30
<b><u>Expenses</u></b>					
Insurance	\$2,059.00				\$2,059.00
Management	16,666.64				16,666.64
District Counsel	12,977.86				12,977.86
Postage & Shipping	77.91				77.91
Legal Advertising	3,724.33				3,724.33
Miscellaneous	883.54				883.54
Web Site Maintenance	3,630.00				3,630.00
Dues, Licenses, and Fees	175.00				175.00
General	2,516.00				2,516.00
Trustee Services			\$5,725.00		5,725.00
Management			10,000.00		10,000.00
Dissemination Agent			1,000.00		1,000.00
District Counsel			43,116.50		43,116.50
Trustee Counsel			6,000.00		6,000.00
Bond Counsel			53,883.50		53,883.50
Professional Services - Other			163,975.00		163,975.00
Copies			1,750.00		1,750.00
Capital Expenditures			5,347,774.34		5,347,774.34
Total Expenses	\$42,710.28	\$0.00	\$5,633,224.34	\$0.00	\$5,675,934.62
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Financial Adviser			(\$25,500.00)		(\$25,500.00)
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$0.00	(\$25,500.00)	\$0.00	(\$25,500.00)
<b>Change In Net Assets</b>	\$2,810.02	\$536,236.98	\$3,175,038.68	\$0.00	\$3,714,085.68
<b>Net Assets At Beginning Of Year</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Net Assets At End Of Year</b>	\$2,810.02	\$536,236.98	\$3,175,038.68	\$0.00	\$3,714,085.68

**Longleaf Pine CDD**  
 Budget to Actual  
 For the Period Ending 5/31/2022

	Actual	Year To Date		FY 2022 Adopted Budget
		Budget	Variance	
<b><u>Revenues</u></b>				
Developer Contributions	\$ 45,519.95	\$ 69,450.00	\$ (23,930.05)	\$ 104,175.00
Other Income & Financing Sources	0.35	-	0.35	-
<b>Net Revenues</b>	<b>\$ 45,520.30</b>	<b>\$ 69,450.00</b>	<b>\$ (23,929.70)</b>	<b>\$ 104,175.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Public Officials' Insurance	\$ 2,059.00	\$ 1,666.67	\$ 392.33	\$ 2,500.00
Trustee Services	-	4,000.00	(4,000.00)	6,000.00
Management	16,666.64	16,666.67	(0.03)	25,000.00
Engineering	-	10,000.00	(10,000.00)	15,000.00
Dissemination Agent	-	3,333.33	(3,333.33)	5,000.00
Assessment Administration	-	5,000.00	(5,000.00)	7,500.00
District Counsel	12,977.86	13,333.33	(355.47)	20,000.00
Audit	-	4,000.00	(4,000.00)	6,000.00
Travel and Per Diem	-	333.33	(333.33)	500.00
Telephone	-	133.33	(133.33)	200.00
Postage & Shipping	77.91	200.00	(122.09)	300.00
Copies	-	333.33	(333.33)	500.00
Legal Advertising	3,724.33	666.67	3,057.66	1,000.00
Miscellaneous	883.54	3,333.33	(2,449.79)	5,000.00
Web Site Maintenance	3,630.00	4,000.00	(370.00)	6,000.00
Dues, Licenses, and Fees	175.00	116.67	58.33	175.00
General Insurance	2,516.00	2,333.33	182.67	3,500.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 42,710.28</b>	<b>\$ 69,450.00</b>	<b>\$ (26,739.72)</b>	<b>\$ 104,175.00</b>
<b>Total Expenses</b>	<b>\$ 42,710.28</b>	<b>\$ 69,450.00</b>	<b>\$ (26,739.72)</b>	<b>\$ 104,175.00</b>
<b>Net Income (Loss)</b>	<b>\$ 2,810.02</b>	<b>\$ (0.00)</b>	<b>\$ 2,810.02</b>	<b>\$ -</b>