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**, **April 20**, **2023**, **at 12:15 p.m. at 680 Crosswater Parkway**, **Ponte Vedra**, **Florida 32081**. The following is the proposed agenda for this meeting.

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

General Business Matters

- 1. Consideration of Minutes of the July 21, 2022, Board of Supervisors Meeting
- 2. Consideration of Resolution 2023-01, Adopting Record Retention Policy
- 3. Ratification of Resolution 2023-02, Adopting Revised Budget FY 2022
- 4. Consideration of Resolution 2023-03, Approving a Preliminary Budget for Fiscal Year 2024 and Setting a Public Hearing Date [Suggested Date, July 20, 2023]
- 5. Ratification of Grau & Associates Engagement Letter for FY 2022 Audit
- 6. Ratification of Landscape and Irrigation Maintenance Agreement with the Tree Amigos
- 7. Ratification of Funding Requests Nos. 23 31
- 8. Ratification of Payment Authorizations Nos. 32 39
- 9. Ratification of Requisitions Nos. 4 41
- 10. Review of District Financial Statements

Other Business

Staff Reports

District Counsel District Engineer District Manager

Supervisor Requests and Audience Comments

Adjournment



LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

Minutes of the July 21, 2022, Board of Supervisors Meeting

MINUTES OF MEETING

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING Thursday, July 21, 2022 12:15 p.m. at the Guy Harvey Resort St. Augustine Beach 860 A1A Beach Blvd. St. Augustine Beach, FL 32080

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

Kelly White Chairperson

Joanne Schmieder Assistant Secretary
Andy Hagan Assistant Secretary

Also, Present in person or via phone:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	District Manager-PFM Group Consulting LLC	(via phone)
Katie Buchanan	District Counsel- Kutak Rock LLP	(via phone)
Don Hasenbank	PFM Group Consulting LLC	(via phone)
Vince Dunn	District Engineer- Dunn & Associates, Inc.	(via phone)
Amy Champagne	PFM Group Consulting LLC	(via phone)
Mike Veazey	ICI Homes- Project Manager	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 12:25 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.

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

Ms. Schmieder had taken the Oath of Office prior to the meeting. She had chosen to waive compensation.

SECOND ORDER OF BUSINESS

General Business Matters

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

The Board reviewed the minutes from the April 21, 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 April 21, 2022, Board of Supervisors Meeting.

Review & Acceptance of Fiscal Year 2021 Audit Report

This item was skipped during the meeting.

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

ON MOTION by Mr. Hagan, seconded by Ms. White, with all in favor, the Board opened the floor for public comments.

Ms. White gave a brief overview the budget. The total revenue is at \$174,845.00. The Master net assessment is \$329.68, the Neighborhood net assessment is \$224.84, which totals the assessment at \$554.52.

ON MOTION by Mr. Hagan, seconded by Ms. Schmieder, with all in favor, the Board closed the floor for public comments.

It was noted that the Debt Service line will need to be added for the future.

ON MOTION by Ms. White, seconded by Ms. Schmieder, with all in favor, the Board approved Resolution 2022-38, Adopting the Fiscal Year 2023 Budget and Appropriating Funds.

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

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board opened the floor for public comments.

Ms. Buchanan suggested that the Board approve the resolution as amended to incorporate a debt service collection schedule of 61% on April 15, 2023 and then 39% on October 5, 2023.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board approved Resolution 2022-39, Imposing Special Assessment and Certifying an Assessment Roll.

ON MOTION by Mr. Hagan, seconded by Ms. Schmieder, with all in favor, the Board closed the floor for public comments.

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

Ms. Carvalho stated that the meeting will continue to take place at the same time at 12:15 p.m. pending confirmation of the location.

ON MOTION by Ms. White, seconded by Mr. Schmieder, with all in favor, the Board approved Resolution 2022-40, Adopting the Annual Meeting Schedule for Fiscal Year 2022-2023.

Letter from the Supervisor of Elections - St. Johns County

Ms. Carvalho stated that there are no registered voters for the District.

ON MOTION by Mr. Hagan, seconded by Ms. White, with all in favor, the Board accepted the Letter from the Supervisor of Elections- St. Johns County.

Review and Consideration of the Disclosure of Public Financing

This item was tabled and deferred to the next meeting.

Consideration of Funding Requests # 14-22

ON MOTION by Mr. Hagan, seconded by Ms. Schmieder, with all in favor, the Board ratified Funding Requests # 14-22.

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

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board ratified Requisition #3 & Acquisition Documents Pertaining to Wetland Mitigation.

Review of District Financial Statements

The latest financial statements were reflected as of May 31, 2022. No further action was required by the Board at this time.

THRID ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Ms. Buchanan that there were 3 remaining acquisitions for work product that were going to be finalized by early next week. It was suggested that Trees Amigos was granted the contract for work related to CDD improvements outside of the entry way.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board approved granting the contract for work related to CDD improvements outside of the entry way.

District Engineer – Mr. Dunn stated that there will be some additional wetland mitigation as future phase permits are issued.

District Manager – Ms. Carvalho stated that the next meeting is scheduled for October 20, 2022.

FOURTH ORDER OF BUSINESS

Adjournment

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 Ms. Schmieder, with all in favor, the July 21, 2022, Board of Supervisors' Meeting of Longleaf Pine CDD was adjourned at 12:39 p.m.						
Secretary / Assistant Secretary	Chairperson / Vice Chairperson					

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

Resolution 2023-01, Adopting Record Retention Policy

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN AMENDMENTS TO THE DISTRICT'S RECORD RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 190, Florida Statutes, authorizes the Longleaf Pine Community Development District ("District") to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, on October 7, 2021, the Board of Supervisors of the Longleaf Pine Community Development District ("**Board**"), adopted Resolution 2022-15 providing for the adoption of the District's Record Retention Policy ("**Policy**"); and

WHEREAS, the Policy requires the District "retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same"; and

WHEREAS, the Board finds that it is in the best interest of the District to amend the Record Retention Policy as described in more detail in paragraph 2 below; and

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

- 1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2022-15, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2022-15 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- **2. AMENDMENT.** The Records Retention Policy is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: <u>underlined text</u>) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: <u>stricken text</u>) as set forth herein:

The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention

guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

- **3. 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.
 - **4. EFFECTIVE DATE.** This Resolution shall take effect as of January 20, 2023.

Introduced, considered favorably, and adopted this 20th day of January 2023.

ATTEST:	DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors



Kutak Rock LLP

107 West College Avenue, Tallahassee, Florida 32301 office 850.692.7300

> Katie Buchanan 850.692.7300 katie.buchanan@kutakrock.com

MEMORANDUM

TO: Longleaf Pine Community Development District

FROM: Katie S. Buchanan

DATE: January 19, 2023

RE: Retention Requirements for Transitory Messages and Electronic Records Updates

On October 7, 2021, the District approved Resolution 2022-15, adopting a policy relating to the retention and disposition of its public records. The District's Record Retention Policy currently remains in full force and effect. In order to ensure the District's record retention practices remain economically feasible and technologically practical, we are offering some clarification regarding the retention period for records of short-term value. Additionally, we propose modifications to designate the electronic record as the official record of the district and allow for disposal of paper duplicate copies unless prohibited by any law, rule or ordinance.

According to the *General Records Schedule for State and Local Government Agencies* ("GS1-SL")¹ with which all community development districts must comply, records retention requirements "apply to records regardless of the format in which they reside."² This means that electronic communications, which include emails, instant messages, text messages, multimedia messages, chat messages, social networking, voicemail/ voice messaging, or other communications via electronic messaging technology or device, must be retained in accordance with the applicable section of the GS1-SL. Retention periods for electronic communications "are determined by the content, nature, and purpose of records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted."³

Electronic communications "created primarily to communicate information of short-term value" may fall under the Transitory Messages schedule set forth in GS1-SL.⁴ Transitory Messages do not "formalize or perpetuate knowledge and do not set policy, establish guidelines or

¹ Incorporated by reference in Rule 1B-24.003(1)(a), F.A.C.

² General Records Schedule for State and Local Government Agencies, Section V, Electronic Records.

³ *Id.* at Records Retention Schedules, Electronic Communications.

⁴ *Id.* at Records Retention Schedules, Transitory Messages, Item #146.

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procedures, certify a transaction, or become a receipt." Examples of Transitory Messages include, but are not limited to:

- reminder messages ("don't forget the upcoming meeting");
- email messages with short-lived or no administrative value ("thank you")
- telephone messages lacking content ("Ms. Smith called please return her call");
- recipient copies of announcements of District sponsored events ("daily events email"); and,
- news releases received by the District strictly for informational purposes and unrelated to District programs or activities.

The retention requirement for Transitory Messages is "[r]etain until obsolete, superseded or administrative value is lost."⁵ For example, an email message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in the calendar, at which time the message could be disposed of. In other words, an electronic communication intended for short-term value does not need to be retained once it is no longer needed. Unlike most other public records, the District may dispose of a transitory message once it is obsolete, superseded, or has lost its administrative value without having to document the disposition of the record, unless the record has been microfilmed or scanned and will serve as the record copy.⁶

⁵ *Id*.

⁶ See Rule 1B-24.003(9)(d), F.A.C.

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

Resolution 2023-02, Adopting Revised Budget FY 22

RESOLUTION 2023-02

THE REVISED ANNUAL APPROPRIATION RESOLUTION OF THE LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE REVISED ANNUAL APPROPRIATIONS AND ADOPTING THE REVISED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022

WHEREAS, the Longleaf Pine Community Development District Board of Supervisors (the "Board") previously approved and adopted an annual budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board now desires to revise the annual budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the each 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 Proposed Budget projects 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. That the Board of Supervisors has reviewed the District Manager's Proposed Budgets, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budgets, attached hereto as <u>Exhibit</u> "A," are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, 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 for fiscal year 2021-2022.

c. That the adopted budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Revised Budget for the Longleaf Pine Community Development District for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022", as adopted by the Board of Supervisors on January 18, 2023.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Longleaf Pine Community Development District, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sum of money to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors 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. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopt	ted this 20 th day of April, 2023.
ATTEST:	LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT
Secretary	By:

Longleaf Pine CDDFY 2022 Proposed O&M Budget

	Actual Through FY 2022 Approved 9/30/22 Budget		FY 2022 Revised Budget				
Revenues							
Developer Contributions	\$	62,750.79	\$	104,175.00	\$	104,175.00	
Net Revenues	\$	\$ 62,750.79 \$ 104,175.00				104,175.00	
General & Administrative Expenses							
Public Officials' Insurance	\$	2,059.00	\$	2,500.00	\$	2,500.00	
Trustee Services		-		6,000.00		6,000.00	
Management		25,000.00		25,000.00		25,000.00	
Engineering		-		15,000.00		15,000.00	
Dissemination Agent		-		5,000.00		5,000.00	
Assessment Administration		-		7,500.00		7,500.00	
District Counsel		17,601.40		20,000.00		20,000.00	
Audit		-		6,000.00		2,000.00	
Travel and Per Diem		-		500.00		500.00	
Telephone		-		200.00		200.00	
Postage & Shipping	90.24 300.00				300.00		
Copies	- 500.00				500.00		
Legal Advertising		4,220.33		1,000.00		5,000.00	
Miscellaneous		1,033.64		5,000.00		5,000.00	
Web Site Maintenance		4,570.00		6,000.00		6,000.00	
Dues, Licenses, and Fees		175.00		175.00		175.00	
General Insurance		2,516.00		3,500.00		3,500.00	
Total General & Administrative Expenses	\$	57,265.61	\$	104,175.00	\$	104,175.00	
Total Expenses	\$_	57,265.61	\$	104,175.00	\$	104,175.00	
Net Income (Loss)	\$	5,485.18	\$ - \$ -			-	

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

Resolution 2023-03,
Approving a Preliminary Budget
for Fiscal Year 2024 and
Setting a Public Hearing Date

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Longleaf Pine Community Development District ("District") prior to June 15, 2023, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: <u>July 20, 2023</u>

HOUR: 12:15 p.m.

LOCATION: <u>680 Crosswater Parkway,</u>

Ponte Vedra, Florida 32081

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least sixty (60) days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 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.
 - 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF APRIL 2023.

ATTEST:	LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT					
	Ву:					
Secretary / Assistant Secretary	lts:					

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A

Fiscal Year 2023/2024 Proposed Budget

Longleaf Pine CDD Proposed O&M Budget FY 2024

				Year	· To Date	•				
	Actu	Actuals Through 2/28/23		Anticipated March - Anticipated FY September 2023 Totals			FY 2023 Adopted Budget		FY 2024 Proposed Budget	
Revenues										
Assessments	\$	87,422.50	\$	87,422.50	\$	174,845.00	\$	174,845.00	\$	187,945.00
Developer Contributions		5,000.00		-	\$	5,000.00	\$	-	\$	-
Net Revenues	\$	92,422.50	\$	87,422.50	\$	179,845.00	\$	174,845.00	\$	187,945.00
General & Administrative Expenses										
Public Officials' Insurance		2,250.00		_	\$	2,250.00	\$	2,250.00	\$	2,250.00
Trustee Services		2,230.00		6,000.00	Ψ	6,000.00	Ψ	6,000.00	Ψ	6,000.00
District Management		- 10,416.65		14,583.35		25,000.00		25,000.00		27,500.00
Engineering		10,410.05		5,104.17		5,104.17		8,750.00		8,750.00
Dissemination Agent		-		5,000.00		5,000.00		5,000.00		5,000.00
District Counsel		- 178.50		5,104.17		5,282.67		8,750.00		8,750.00
Assessment Administration		176.50		5,104.17		5,262.67		6,750.00		10,000.00
Reamortization		-		- 125.00		- 125.00		250.00		250.00
		-								
Audit		-		3,800.00		3,800.00		3,800.00		3,800.00
Arbitrage		-		1,000.00		1,000.00		1,000.00		1,000.00
Legal Advertising		154.00		875.00		1,029.00		1,500.00		1,500.00
Office Miscellaneous		-		583.33		583.33		1,000.00		1,000.00
Dues, Licenses, and Fees		175.00		-		175.00		175.00		175.00
Web Site Maintenance		640.00		2,480.00		3,120.00		2,520.00		3,120.00
Meeting Room		-		291.67		291.67		500.00		500.00
Landscape Maintenance		-		33,600.00		33,600.00		33,600.00		33,600.00
Landscape Improvements		-		2,000.00		2,000.00		2,000.00		2,000.00
Irrigation Repairs & Maintenance		-		2,000.00		2,000.00		2,000.00		2,000.00
Utilites		-		33,600.00		33,600.00		33,600.00		33,600.00
General Insurance		2,750.00		-		2,750.00		2,750.00		2,750.00
Total Master Expenses	\$	16,564.15	\$	116,146.68	\$	132,710.83	\$	140,445.00	\$	153,545.00
Maintenance of Trees/Wetlands		_		1,000.00		1,000.00		1,000.00		1,000.00
Lake Maintenance		_		22,800.00		22,800.00		22,800.00		22,800.00
Fountain Maintenance		_		1,000.00		1,000.00		1,000.00		1,000.00
Field Management		-		9,600.00		9,600.00		9,600.00		9,600.00
Total Neighborhood Expenses	\$		\$	34,400.00	\$	34,400.00	\$	34,400.00	\$	34,400.00
Total Expenses	\$	16,564.15	\$	150,546.68	\$	167,110.83	\$	174,845.00	\$	187,945.00
	<u></u>							11 1,0 10100		101,010100
Net Income (Loss)		75,858.35	\$	(63,124.18)	\$	12,734.17	\$		\$	<u>-</u>
			Units			426	\$	441.19		
					Net		Gro	nee		
Master Units		426			\$	360.43	\$	383.44		
Neighborhood Units		153			\$	224.84	\$	239.19		
Neighborhood Office		133	Total		<u></u> \$	585.27	<u></u> \$	622.63		
			Total		<u> </u>	565.21	<u> </u>	622.63		
D				~ .				00 000 =0	*	4040-0-0
Direct Bill/Funding Agreement		273	Master	•			\$	98,398.56	\$	
Direct Bill/Funding Agreement Direct Bill (Phase 1) Total		273 153 426		Only orhood & Mas	ster		\$ \$ \$	98,398.56 89,546.44 187,945.00	\$ \$ \$	104,679.32 95,262.17 199,941.49

Longleaf Pine CDD Proposed Debt Service Fund Budget Series 2005A Special Assessment Bonds FY 2023

"Exhibit B"	Proposed FY 2024 Budget				
Revenues:					
Special Assessments Total Revenues	\$879,400 \$879,400				
Total Nevellues	Ψ019,400				
Expenditures:					
Series 2021 - Interest 11/1/23 Series 2021 - Princepal 5/1/24 Series 2021 - Interest 5/1/24	\$247,575 \$140,000 \$247,575				
Total Expenditures	\$635,150				
Excess Revenues / (Expenditures)	\$244,250				
11/1/24 Interest Series 2021	\$244,250				

Budget Item Description

Revenues:

Off-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected through direct billing are referred to as "Off-Roll Assessments."

Other Income & Other Financing Sources

Revenue received from sale of barcodes, keycards, and amenity rental.

Interest Income

Income from interest earnings.

Carryforward Revenue

Unused income from a prior year which is available as cash for the current year.

General & Administrative Expenditures:

Public Officials' Liability (POL) Insurance

Supervisors' and Officers' liability insurance.

General Insurance

General liability insurance.

Trustee Fees

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management Fees

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Engineering Fees

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Miscellaneous & Contingency

Other administrative and grounds expenses incurred throughout the year. Specifically, bank fees, checks, postage and printing.

Website Maintenance

Website maintenance fee for the district website.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Field Expenditures:

Field Management

Leland Management Fee.

Lake Maintenance

Maintenance of lakes owned by District.

Landscaping

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.

Irrigation Inspection & Repair

Inspection and repair of irrigation system.

Utilites

Electricity for Street Lights and Irrigation System as well as water used for irrigation

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

Grau & Associates Engagement letter for FY 2022 Audit



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

September 22, 2022

To Board of Supervisors Longleaf Pine Community Development District 3501 Quadrangle Blvd., Ste. 270 Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Longleaf Pine Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2022, with the option of three (3) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund (general. debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Longleaf Pine Community Development District as of and for the fiscal year ended September 30, 2022, with the option of three (3) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit, with the option of three (3) additional one-year renewals.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900, RECORDREQUEST@PFM.COM.

This agreement provides for a contract period of one (1) year with the option of three (3) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$5,300 for the September 30, 2022. The fees for the fiscal years, 2023, 2024 and 2025 will not exceed \$5,500, \$5,700 and \$5,900, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Longleaf Pine Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, as described under the header "other services" of this agreement, has been discussed and coordinated with Vivian Carvalho. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2023, and if the draft is timely reviewed by Management, the District shall receive the final audit by June 15, 2023.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

Date:

We appreciate the opportunity to be of service to Longleaf Pine Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties.

and Zionies man respect to the terms of the original section and particles
Very truly yours,
Grau & Associates
on In
Antonio J. Grau
RESPONSE:
This letter correctly sets forth the understanding of Longleaf Pine Community Development District.





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent. System Review of your firm. The due date for your next review is. December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely, FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 571202

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

Landscape and Irrigation Maintenance Agreement with Tree Amigos

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BETWEEN THE LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT AND THE TREE AMIGOS OUTDOOR SERVICES, INC.

THIS AGREEMENT ("Agreement") is effective nunc pro tunc to FEBLUARY IST, 2023, and is 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, whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "District"), and

THE TREE AMIGOS OUTDOOR SERVICES, INC., a Florida corporation, with a mailing address of 5000-18 Highway 17, #235, Fleming Island, Florida 32003 ("Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, irrigation and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and without the boundaries of the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit A and incorporated herein by reference ("Services"), and represents that it is qualified and willing to serve as a landscape and irrigation maintenance contractor and provide such Services to the District; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

Now, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

2. DESCRIPTION OF WORK AND SERVICES.

A. Contractor agrees to provide professional landscape and irrigation maintenance services within presently accepted industry and professional standards. Upon all Parties executing this Agreement, Contractor shall provide the District with the specific services identified in this Agreement and the attached Exhibits.

- **B.** While providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- C. Contractor shall provide the specific Services as provided in this Agreement and the attached Exhibits.
- 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of Contractor are those described in the Scope of Services attached hereto as Exhibit A, for those areas more particularly depicted in the map attached hereto as Exhibit B and incorporated herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. To the extent that provisions of this Agreement conflict with provisions of Exhibit A, this Agreement shall control.
- 4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees to perform the Services in accordance with this Agreement, the attached Exhibits, and any change order, addendum, addenda or work authorization executed by the Parties, if any, authorized in writing by the District and accepted by both Parties. All work shall be performed in a neat and professional manner, acceptable to the District and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - A. Should any work and/or services be required which are not specified in this Agreement or any change order, addendum, addenda, or work authorization, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.
 - **B.** Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.
 - C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's Services.
 - (1) The District hereby designates the District Manager, or his or her designee, to act as its representative.
 - (2) Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
 - **D.** If time is lost due to heavy rains, ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days, if possible, or within a reasonable time. Contractor

shall provide Services on Saturdays if needed to make up Rain Days, but Contractor shall not provide Services on Sundays.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. Compensation; Term.

- A. The term of this Agreement shall be from the date first written above through January 31, 2024 (the "Term"), unless otherwise terminated earlier in accordance with Section 13 of this Agreement. At the end of the Term, this Agreement may be renewed upon District's discretion and upon written approval. As compensation for Services during the Term, the District agrees to pay Contractor Twenty-Nine Thousand Eight Hundred Forty-Nine Dollars and Fifty-Two Cents (\$29,849.52) per year, in twelve (12) equal monthly payments of Two Thousand Four Hundred Eighty-Seven Dollars and Forty-Six Cents (\$2,487.46) upon completion of the Services satisfactory in the District's sole discretion contemplated under this Agreement.
- **B.** If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, change order(s), or work authorization(s) to this Agreement. Contractor shall be compensated for such agreed upon additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. Such addendum, addenda, change order(s), or work authorization(s) shall be performed under the same terms of this Agreement as if fully incorporated herein.

Additional services such as mulching, mowing, irrigation, sodding, remedial landscape, and the planting of annuals, may be provided by Contractor. However, no additional services shall be provided unless previously authorized by the District in writing. Fees for such additional services shall be as provided for in a separate proposal or, if not identified, as negotiated between the District and Contractor, reduced in writing, prior to the start of such additional services. Performance of such proposals shall be under the same terms of this Agreement as if fully incorporated herein.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with the Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as required by Florida law and in accordance with the District's Rules of Procedure.

6. INSURANCE.

- A. Contractor or any subcontractor performing the Services described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - (1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- **B.** The District, its staff, consultants, agents and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

- Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.
- 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.
- 9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

- 10. 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 damages, injunctive relief, 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.
- 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- 12. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- 13. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.
- 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.
- 15. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without the requisite written approval of the other party shall be null and void.
- 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

- 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control.
- 20. 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 Contractor.
- 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 22. 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 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

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to Contractor: The Tree Amigos Outdoor Services, Inc.

5000-18 Highway 17, #235 Fleming Island, Florida 32003 Attn:

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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

- 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.
- 24. Controlling Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this Agreement shall only be brought in a court of competent jurisdiction in the county of St. Johns, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of forum non conveniens or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.
- 25. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor.
- PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind 26. provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Vivian Carvalho ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, CARVALHOV@PFM.COM, AND 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

- 27. 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.
- 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 29. 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.
- 30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- 31. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to

immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

[Remainder of this page intentionally left blank]

above.	
ATTEST:	LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors
WITNESS:	THE TREE AMIGOS OUTDOOR SERVICES, INC., a Florida corporation
Name: Jamie Martin	By: Collect RyAN Its: DEFICE MANAGER
Exhibit A: Scope of Services Exhibit B: Maintenance Area Map	

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

Exhibit A Scope of Services



Contact Information: Shannon McKissock smckissock@treeamigosoutdoor.com 904-451-7039

Jim Proctor, Owner

904.545.7150 | jproctor@treeamigosoutdoor.com

Property Name: Middlebourne Entry-CDD

Property Address:

One Knights Lane St. Johns FL 32259

Management Company: ICI Crossings Holdings LLC

Address: 2379 Beville Road Daytona Beach FL 32119

Primary Contact: Mike Veazey

Proposal Date: Monday, October 31, 2022

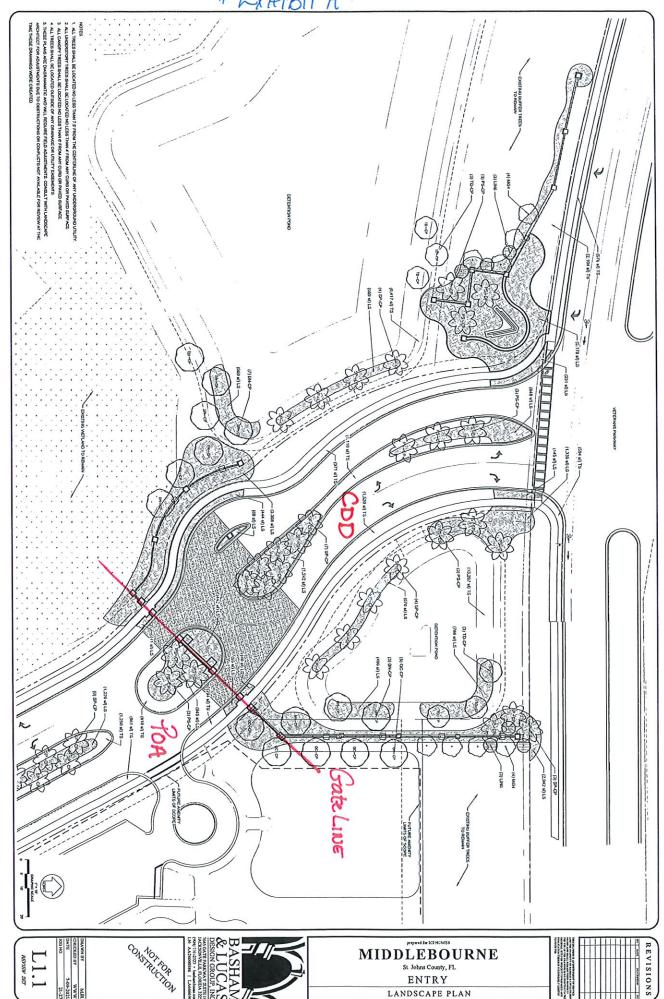
Notes / Comments

We genuinely appreciate the opportunity to submit our comprehensive landscape management proposal for Middlebourne Entry-CDD.

We are confident that you will not find a better value for overall services when comparing Tree Amigos to any competitor when the job is bid "apples to apples". We set forth a dedicated team who observed the property in detail and created your proposal based on calculated observation and exact measurements. We look forward to discussing our proposal in detail with you and demonstrating how a partnership with Tree Amigos Outdoor Services can benefit ICI Crossings Holdings LLC.

Proposal Summary

Scope of Work	Occurances	Monthly	Yearly
Grounds Maintenance:	42	\$ 1,392.75	\$ 16,713.00
Lawn Care:	4	\$ 108.75	\$ 1,305.00
Tree & Shrub:	2	\$ 21.67	\$ 260.00
Irrigation Inspections:	12	\$ 153.00	\$ 1,836.00
Pine Straw Installation:	0	\$ •	\$
Mulch Installation:	1	\$ 270.67	\$ 3,248.00
Seasonal Flowers:	1	\$ 265.63	\$ 3,187.50
Palm Tree Trimming:	1	\$ 275.00	\$ 3,300.00
Lump Sum Proposal		\$ 2,487.46	\$ 29,849.50



Funding Requests Nos. 23 – 31

Funding Request No. 023

7/14/2022

Item No.	Vendor	Invoice Number	FY22 General Fund	
1	Jacksonville Daily Record			
	Legal Advertising on 06/30/22	22-00280J	\$	389.00
	Legal Advertising on 07/07/22	21-00286J	\$	107.00
2	Kutak Rock			
	District Counsel Through 05/31/22	3068575	\$	2,147.48
3	PFM Group Consulting			
	Billable Expenses Through June 2022	120875	\$	100.05
	District Management Fee: July 2022	DM-07-2022-26	\$	2,083.33
	Postage: May 2022	OE-EXP-06-0024	\$	8.72
		TOTAL	\$	4,835.58

Kully Whit Board Member

Funding Request No. 024 8/4/2022

Item No.	Vendor	Invoice Ge		FY22 eneral Fund	
1	Kutak Rock District Counsel Through 06/30/22	3082858	\$	202.50	
2	PFM Group Consulting Postage: June 2022	OE-EXP-07-00024	\$	0.73	
3	VGlobalTech Quarter 2 ADA Audit Monthly Website Fee: August 2022	4051 4160	\$ \$	300.00 160.00	
		TOTAL	\$	663.23	

Keley White Boarp Member

Funding Request No. 025 8/25/2022

Item No.	Vendor Invoi Numl		***************************************	FY22 General Fund
1	PFM Group Consulting District Management Fee: August 2022	DM-08-2022-26	\$	2,083.33
2	VGlobalTech			
	Monthly Website Fee: June 2022	3948	\$	160.00
	Monthly Website Fee: July 2022	4081	\$	160.00
		TOTAL	\$	2,403.33

Kuu White Board Member

Funding Request No. 026 9/8/2022

Item No.	Vendor	Invoice Number	FY22 General Fund	
1	Kutak Rock District Counsel Through 07/31/22	3097028	\$	924.50
		TOTAL	\$	924.50

Kerry Wite Board Member

Funding Request No. 027 9/15/2022

Item No.	Vendor	Invoice Number		FY22 General Fund
1	Egis Insurance & Risk Advisors FY 2023 Insurance	16716	\$	5,000.00
2	PFM Group Consulting District Management Fee: September 2022	DM-09-2022-026	\$	2,083.37
3	VGlobalTech Monthly Website Fee: September 2022	4239	\$	160.00
4		TOTAL	\$	7,243.37

Kerry White Board Member

Funding Request No. 028 9/29/2022

Item No.	Vendor	Invoice Number	FY22 Seneral Fund
1	Kutak Rock District Counsel Through 08/31/22	3110600	\$ 128.00
		TOTAL	\$ 128.00

Funding Request No. 029

10/6/2022

Item No.	Vendor	Invoice Number		eral Fund Y 2022		neral Fund FY 2023
1	Department of Economic Opportunity Special District Fee FY 2023	87508			\$	175.00
2	PFM Group Consulting Assessment Mailing: June 2022 District Management Fee: October 2022	121885 DM-10-2022-27	\$	1.82	\$	2,083.33
		Subtotal	\$	(1.82)	\$	2,258.33
		TOTAL		\$2,2	60. 1 5	

Funding Request No. 030

10/13/2022

Item No.	Vendor	Invoice Number	eral Fund / 2023
1	Jacksonville Daily Record Legal Advertising on 10/13/22	22-00417J	\$ 62.00
		TOTAL	\$ 62.00

Funding Request No. 031

10/20/2022

Item No.	Vendor	Invoice Number		eral Fund Y 2022		ral Fund 2023
1	Kutak Rock District Counsel Through 09/30/22	3124389	\$	512.00		
		Subtotal	\$	512.00	\$	-
		TOTAL	\$512.00			

Payment Authorizations Nos. 32 – 39

Payment Authorization No. 032

12/1/2022

Item No.	Vendor	Invoice Number		neral Fund FY 2023
1	Kutak Rock District Counsel Through 10/31/22	3141420	\$	112.50
2	PFM Group Consulting District Management Fee: November 2022	DM-11-2022-27	\$	2,083.33
	-	TOTAL	\$	2,195.83

Payment Authorization No. 033

12/15/2022

Item No.	Vendor	Invoice Number	General Fund FY 2023	
1	PFM Group Consulting District Management Fee: December 2022	DM-12-2022-27	\$ 2,083.33	
		TOTAL	\$ 2,083.33	

Payment Authorization No. 034

1/5/2023

Item No.	Vendor	Invoice Number		General Fund FY 2023	
1	Kutak Rock District Counsel Through 11/30/22	3156108	\$	66.00	
2	PFM Group Consulting District Management Fee: January 2023	DM-01-2023-27	\$	2,083.33	
3	VGlobalTech Monthly Website Fee: October 2022 Monthly Website Fee: November 2022 Monthly Website Fee: December 2022	4362 4440 4538	\$ \$ \$	160.00 160.00 160.00	
		TOTAL	\$	2,629.33	

Venessa Ripoll

Payment Authorization No. 035

1/12/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023	
1	Jacksonville Daily Record Legal Advertising on 01/12/23	23-00011J	\$ 92.00	
		TOTAL	\$ 92.00	

Payment Authorization No. 036

2/2/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023	
1	VGlobalTech Monthly Website Fee: January 2023	4649	\$	160.00
		TOTAL	\$	160.00

Venessa Ripoll

K-uullite Board Member

Payment Authorization No. 037 2/9/2023

Item No.	Vendor	Invoice Number	 General Fund FY 2023	
1	PFM Group Consulting District Management Fee: February 2023	DM-02-2023-27	\$ 2,083.33	
		TOTAL	\$ 2,083.33	

Payment Authorization No. 038

3/3/2023

Item No.	Vendor	Invoice Number	00	eral Fund Y 2023
1	Kutak Rock District Counsel Through 01/31/22	3183170	\$	398.50
2	PFM Group Consulting Postage: January 2023	OE-EXP-02-2023-27	\$	1.71
		TOTAL	\$	400.21

Payment Authorization No. 039

3/16/2023

Item	Vendor	Invoice Number	General Fund FY 2023	
1	PFM Group Consulting District Management Fee: March 2023	DM-03-2023-27	\$ 2,083.33	
		TOTAL	\$ 2,083.33	

Recurrence Board Member

Requisitions Nos. 4 – 41

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: 4
- (B) Name of Payee: KUTAK ROCK LLP
- (C) Amount Payable: \$1,027.00
- (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): Work Product 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: Kelly White
Responsible Officer

Date: 716/22

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.

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: 5
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$1,568.75
- (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): Work Product 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: Kelly White

Responsible Officer

Date: 7 (20/2022

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.

Uncent J. Junn Consulting Engineer

Vincent J. Dunn, P.E.

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: 6
- (B) Name of Payee: ICI Crossroads Holdings, LLC
- (C) Amount Payable: \$177,391.90
- (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): Work Product in conjunction with the 2022 Project. Baker Constructors, Inc. Pay Application # 14.
- (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 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

y: Remonsible Officer

Date: 8/3/22

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.

Uncert J. Dunn Consulting Engineer Vincent J. Dunn, P.E.

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: 7
- (B) Name of Payee: KUTAK ROCK LLP
- (C) Amount Payable: \$1,646.50
- (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): Work Product in conjunction with the 2022 Project
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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: Responsible Officer

Date: 7

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.

Uncert J. Junn Consulting Engineer

Vincent J. Dunn, P.E.

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: 8
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$2,901.25
- (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): Work Product in conjunction with the 2022 Project.
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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

y: Responsible Officer

Date: 8/3/72

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.

Uncent J. Junn Consulting Engineer

Vincent J. Dunn, P.E.

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: 9
- (B) Name of Payee: ICI Crossroads Holdings, LLC
- (C) Amount Payable: \$7,498.72
- (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): Work Product in conjunction with the 2022 Project
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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:		
	Responsible Officer	
Б.,		
Date:		

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.

Consulting Engineer Vincent J. Dunn, P.E.

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: 10
- (B) Name of Payee: ICI Crossroads Holdings, LLC
- (C) Amount Payable: \$144,183.96
- (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): Work Product in conjunction with the 2022 Project
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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:		
-	Responsible Officer	
Date:		

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.

Consulting Engineer Vincent J. Dunn, P.E.

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: 11
- (B) Name of Payee: ICI Crossroads Holdings, LLC
- (C) Amount Payable: \$249,453.73
- (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): Work Product in conjunction with the 2022 Project. Acquisition of phase 1 engineering and CDD Engineer's Report.
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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

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.

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: 12
- (B) Name of Payee: ICI Crossroads Holdings, LLC
- (C) Amount Payable: \$216,684.12
- (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): Work Product in conjunction with the 2022 Project. Assignment of phase 2 and 3 engineering contracts.
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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:

Responsible Officer

Date:

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.

Uncert J. Dunn Consulting Engineer Vincent J. Dunn, P.E.

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: 13
- (B) Name of Payee: KUTAK ROCK LLP
- (C) Amount Payable: \$792.50
- (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): Work Product in conjunction with the 2022 Project
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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: Keep to the Responsible Officer

Date: 9/1/2

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.

> Uncent J. Dunn
> Consulting Engineer Vincent J. Dunn, P.E.

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: 14
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$1,495.02
- (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): Work Product in conjunction with the 2022 Project.
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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: Responsible Officer

Date: 9122

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.

Uncent J. Dunn Consulting Engineer

Vincent J. Dunn, P.E.

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: 15
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$2,633.75
- (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): Work Product in conjunction with the 2022 Project.
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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: Responsible Officer

Date: 9/7/22

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.

Uncert J. Dunn Consulting Engineer

Vincent J. Dunn, P.E.

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: 16
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$801.88
- (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): Work Product in conjunction with the 2022 Project.
- (E) Account from which disbursement to be made: 2022 Acquisition and Construction Account

- 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 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: Responsible Officer

Date: 9/1/22

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.

> Uncert J. Dunn Consulting Engineer Vincent J. Dunn, P.E.

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 17
- (B) Name of Payee: Kutak Rock LLP
- (C) Amount Payable: \$1,140.00
- (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, or, state Costs of Issuance, if applicable):
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and

Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Kesponsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

> Consulting Engineer Vincent J. Dunn, P.E.

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 18
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$847.50
- (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, or, state Costs of Issuance, if applicable): Phase one construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 19
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$1,720.00
- (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, or, state Costs of Issuance, if applicable):
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 20
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$1,200.00
- (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, or, state Costs of Issuance, if applicable): Phase 3 engineering agreement
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 21
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$1,928.75
- (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, or, state Costs of Issuance, if applicable): Phase two construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

1. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 22
- (B) Name of Payee: The Tree Amigos Outdoor Services, Inc.
- (C) Amount Payable: \$145,252.50
- (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, or, state Costs of Issuance, if applicable): Entrance trees and landscaping agreement dated 1/17/22
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and

Construction Account

The undersigned hereby certifies that:

l. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Keley white
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer Vincent J. Dunn, P.E.

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 23
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$8,288.75
- (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, or, state Costs of Issuance, if applicable): Phase one construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

> Vincent J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 24
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$655.00
- (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, or, state Costs of Issuance, if applicable):
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Kerry White
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 25
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$3,570.00
- (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, or, state Costs of Issuance, if applicable): Phase two construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Vincent J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 26
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$1,000.00
- (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, or, state Costs of Issuance, if applicable): Phase 3 engineering agreement
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

Oľ.

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 27
- (B) Name of Payee: ICI Crossroads Holdings, LLC
- (C) Amount Payable: \$66,200.00
- (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, or, state Costs of Issuance, if applicable): Phase two electric Work Product in conjunction with the 2022 Project
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and

Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

> Consulting Engineer Vincent J. Dunn, P.E.

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 28
- (B) Name of Payee: Kutak Rock LLP
- (C) Amount Payable: \$96.00
- (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, or, state Costs of Issuance, if applicable):
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and

Construction Account

The undersigned hereby certifies that:

l. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

or.

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Kesponsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

Vincent J. Dunn, P.E.

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 29
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$8,463.75
- (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, or, state Costs of Issuance, if applicable): Phase one construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Kelly White Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 30
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$437.50
- (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, or, state Costs of Issuance, if applicable):
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

1. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 31
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$3,902.50
- (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, or, state Costs of Issuance, if applicable): Phase two construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

1. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

Oi'

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Uncert J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 32
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$6,267.50
- (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, or, state Costs of Issuance, if applicable): Phase 3 engineering agreement
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 33
- (B) Name of Payee: Kutak Rock LLP
- (C) Amount Payable: \$544.00
- (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, or, state Costs of Issuance, if applicable):
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and

Construction Account

The undersigned hereby certifies that:

1. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Keechtutte
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Vincent J. Dunn

Vincent J. Dunn, P.E.

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 34
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$8,079.51
- (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, or, state Costs of Issuance, if applicable): Phase one construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

> Vincent J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 35
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$382.50
- (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, or, state Costs of Issuance, if applicable):
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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.

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Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Kelly White
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Vincent J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 36
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$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, or, state Costs of Issuance, if applicable): Phase 2 engineering agreement
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer.

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Vincent J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 37
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$4,420.97
- (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, or, state Costs of Issuance, if applicable): Phase 2 construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

1. [X] obligations in the stated amount set forth above have been incurred by the Issuer.

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- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

each disbursement represents a Cost of the Project which has not previously been 4. paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

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> Vincent J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 38
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$12,767.50
- (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, or, state Costs of Issuance, if applicable): Phase 3 engineering agreement
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

l. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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.

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LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Uncent J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 39
- (B) Name of Payee: The Tree Amigos Outdoor Services, Inc.
- (C) Amount Payable: \$49,961.10
- (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, or, state Costs of Issuance, if applicable): Entrance trees and landscaping agreement dated 1/17/22
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and

Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project:

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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.

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> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

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> Consulting Engineer Vincent J. Dunn, P.E.

Vincent J. Dunn

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 40
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$4,216.31
- (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, or, state Costs of Issuance, if applicable): Phase 1 construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

I. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

oı.

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund:
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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> LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Kelly White
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

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Uncert J. Dunn Consulting Engineer

FORM OF REQUISITION LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

The undersigned, a Responsible Officer of the Longleaf Pine Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, 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: 41
- (B) Name of Payee: DUNN & ASSOCIATES, INC.
- (C) Amount Payable: \$1,115.81
- (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, or, state Costs of Issuance, if applicable): Phase 2 construction administration
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: 2022 Acquisition and Construction Account

The undersigned hereby certifies that:

l. [X] obligations in the stated amount set forth above have been incurred by the Issuer,

- [] this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

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LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

By: Responsible Officer

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Uncert J. Dunn Consulting Engineer

LONGLEAF PINE COMMUNITY DEVELOPMENT DISTRICT

District Financial Statements

Statement of Financial Position As of 2/28/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total				
		<u>Assets</u>							
Current Assets									
General Checking Account	\$86,858.36				\$86,858.36				
Assessments Receivable	87,422.50				87,422.50				
Assessments Receivable		\$633,356.25			633,356.25				
Debt Service Reserve Series 2022		317,500.00			317,500.00				
Revenue Series 2022		1,769.97	#0.400.077.07		1,769.97				
Acquisition/Construction 2022 Series	4 1 - 1 - 1 - 1		\$2,120,877.97	-	2,120,877.97				
Total Current Assets	\$174,280.86	\$952,626.22	\$2,120,877.97	\$0.00	\$3,247,785.05				
Investments									
Amount Available in Debt Service Funds				\$319,269.97	\$319,269.97				
Amount To Be Provided				9,050,730.03	9,050,730.03				
Total Investments		\$0.00	\$0.00	\$9,370,000.00	\$9,370,000.00				
Total Assets	\$174,280.86	\$952,626.22	\$2,120,877.97	\$9,370,000.00	\$12,617,785.05				
<u>Liabilities and Net Assets</u>									
Current Liabilities									
Accounts Payable	\$4,872.66				\$4,872.66				
Deferred Revenue	87,422.50				87,422.50				
Deferred Revenue		\$633,356.25			633,356.25				
Total Current Liabilities	\$92,295.16	\$633,356.25	\$0.00	\$0.00	\$725,651.41				
Lang Tawa Liabilidia									
<u>Long Term Liabilities</u> Revenue Bonds Payable - Long-Term				\$9,370,000.00	\$9,370,000.00				
Total Long Term Liabilities		\$0.00	\$0.00	\$9,370,000.00	\$9,370,000.00				
Total Long Term Elabilities		ψ0.00	ψ0.00	ψ3,37 0,000.00	ψθ,570,000.00				
Total Liabilities	\$92,295.16	\$633,356.25	\$0.00	\$9,370,000.00	\$10,095,651.41				

Statement of Financial Position As of 2/28/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Net Assets					
Net Assets - General Government	\$6,127.35				\$6,127.35
Current Year Net Assets - General Government	75,858.35				75,858.35
Net Assets, Unrestricted		\$538,050.18			538,050.18
Current Year Net Assets, Unrestricted		(218,780.21)			(218,780.21)
Net Assets, Unrestricted			\$2,240,790.05		2,240,790.05
Current Year Net Assets, Unrestricted			(94,412.08)		(94,412.08)
Net Assets - General Government			(25,500.00)		(25,500.00)
Total Net Assets	\$81,985.70	\$319,269.97	\$2,120,877.97	\$0.00	\$2,522,133.64
Total Liabilities and Net Assets	\$174,280.86	\$952,626.22	\$2,120,877.97	\$9,370,000.00	\$12,617,785.05

Statement of Activities As of 2/28/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
Revenues					
Off-Roll Assessments	\$87,422.50				\$87,422.50
Developer Contributions	5,000.00				5,000.00
Inter-Fund Group Transfers In		(\$4,410.87)			(4,410.87)
Inter-Fund Transfers In			\$4,410.87		4,410.87
Total Revenues	\$92,422.50	(\$4,410.87)	\$4,410.87	\$0.00	\$92,422.50
Expenses					
Public Officials Insurance	\$2,250.00				\$2,250.00
Management	10,416.65				10,416.65
District Counsel	178.50				178.50
Legal Advertising	154.00				154.00
Web Site Maintenance	640.00				640.00
Dues, Licenses, and Fees	175.00				175.00
General Liabillity Insurance	2,750.00				2,750.00
Interest Payments		\$218,736.98			218,736.98
Engineering			\$58,535.52		58,535.52
District Counsel			640.00		640.00
Capital Expenditures			66,200.00		66,200.00
Total Expenses	\$16,564.15	\$218,736.98	\$125,375.52	\$0.00	\$360,676.65
Other Revenues (Expenses) & Gains (Losses)					
Interest Income		\$4,367.64			\$4,367.64
Interest Income			\$26,552.57		26,552.57
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$4,367.64	\$26,552.57	\$0.00	\$30,920.21
Change In Net Assets	\$75,858.35	(\$218,780.21)	(\$94,412.08)	\$0.00	(\$237,333.94)
Net Assets At Beginning Of Year	\$6,127.35	\$538,050.18	\$2,215,290.05	\$0.00	\$2,759,467.58
Net Assets At End Of Year	\$81,985.70	\$319,269.97	\$2,120,877.97	\$0.00	\$2,522,133.64

Budget to Actual For the Period Ending 2/28/2023

	Year To Date						
	Actual Budget		Variance		FY 2023 Adopted Budget		
Revenues							
Assessments	\$ 87,422.50	\$	72,852.08	\$	14,570.42	\$	174,845.00
Developer Contributions	5,000.00		-		5,000.00		-
Net Revenues	\$ 92,422.50	\$	72,852.08	\$	19,570.42	\$	174,845.00
General & Administrative Expenses							
Public Officials' Insurance	\$ 2,250.00	\$	937.50	\$	1,312.50	\$	2,250.00
Trustee Services	-		2,500.00		(2,500.00)		6,000.00
District Management	10,416.65		10,416.67		(0.02)		25,000.00
Engineering	-		3,645.83		(3,645.83)		8,750.00
Dissemination Agent	-		2,083.33		(2,083.33)		5,000.00
District Counsel	178.50		3,645.83		(3,467.33)		8,750.00
Reamortization	-		104.17		(104.17)		250.00
Audit	-		1,583.33		(1,583.33)		3,800.00
Arbitrage	-		416.67		(416.67)		1,000.00
Legal Advertising	154.00		625.00		(471.00)		1,500.00
Office Miscellaneous	-		416.67		(416.67)		1,000.00
Dues, Licenses, and Fees	175.00		72.92		102.08		175.00
Web Site Maintenance	640.00		1,050.00		(410.00)		2,520.00
Meeting Room	-		208.33		(208.33)		500.00
Landscape Maintenance	-		14,000.00		(14,000.00)		33,600.00
Landscape Improvements	-		833.33		(833.33)		2,000.00
Irrigation Repairs & Maintenance	-		833.33		(833.33)		2,000.00
Utilites	-		14,000.00		(14,000.00)		33,600.00
General Insurance	2,750.00		1,145.83		1,604.17		2,750.00
Total General & Administrative Expenses	\$ 16,564.15	\$	58,518.75	\$	(41,954.60)	\$	140,445.00
Neighborhood Expenses							
Maintenance of Trees/Wetlands	-		416.67		(416.67)		1,000.00
Lake Maintenance	-		9,500.00		(9,500.00)		22,800.00
Fountain Maintenance	-		416.67		(416.67)		1,000.00
Field Management	-		4,000.00		(4,000.00)		9,600.00
Total Neighborhood Expenses	\$ -	\$	14,333.33	\$	(14,333.33)	\$	34,400.00
Total Expenses	\$ 16,564.15	\$	72,852.08	\$	(56,287.93)	\$	174,845.00
Net Income (Loss)	\$ 75,858.35	\$	-	\$	75,858.35	\$	<u> </u>