

*Palm Coast Park
Community Development District*

Agenda

June 16, 2023

AGENDA

Palm Coast Park

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

June 9, 2023

**Board of Supervisors
Palm Coast Park
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Palm Coast Park Community Development District** will be held **Friday, June 16, 2023 at 10:30 AM** at the **Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the May 19, 2023 Meeting
4. Review and Acceptance of Fiscal Year 2022 Audit Report
5. Financing Matters – Somerset at Palm Coast Park Project Phases 1, 2 & 3
 - A. Consideration of Supplemental Engineer's Report
 - B. Consideration of Supplemental Assessment Methodology Report
 - C. Consideration of Resolution 2023-06 Bond Delegation Resolution
 - D. Consideration of Resolution 2023-07 Authorizing the District to Enter Into Agreements Related to Series 2023 Bond Issuance
6. Consideration of Resolution 2023-08 Designating Assistant Treasurer of the District
7. Staff Reports
 - A. Attorney
 - B. Engineer and Maintenance Report
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Form 1: Statement of Financial Interests Filing Reminder – Due July 1st
8. Other Business
9. Supervisor's Requests
10. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

Enclosures

MINUTES

MINUTES OF MEETING
PALM COAST PARK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Palm Coast Park Community Development District was held Friday, May 19, 2023 at 10:30 a.m. at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida.

Present and constituting a quorum were:

| | |
|---------------|---------------------|
| David Root | Chairman |
| Robert Porter | Assistant Secretary |
| Ken Belshe | Assistant Secretary |

Also present were:

| | |
|------------------------|--------------------------|
| George Flint | District Manager |
| Clint Smith | Field Operations Manager |
| Michael Chiumento, III | District Counsel |
| Jeremy LeBrun | GMS |

FIRST ORDER OF BUSINESS

Roll Call

Mr. Root called the meeting to order. Mr. Flint called the roll, three Board members were present at the meeting constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Root asked if any members of the public would like to address the Board. He also asked that members of the public state their name, address, and limit comments to three minutes.

Mr. Tom Bellone (95 Rivertown Road) noted that he reviewed the resolution that they passed in March. He commented on two subjects, one being the budget and the other being pumps and ponds.

THIRD ORDER OF BUSINESS

Approval of Minutes of the March 17, 2023 Meeting

Mr. Root asked for any comments, corrections, or changes to the minutes of the March 17, 2023. The Board had no changes to the minutes.

On MOTION by Mr. Porter, seconded by Mr. Belshe, with all in favor, the Minutes of the March 17, 2023 Board of Supervisors Meeting, were approved, as presented.

FOURTH ORDER OF BUSINESS

Consideration of Proposals (2) from Yellowstone Landscape for Sawmill Creek Entrance Landscape Renovations

Mr. Smith presented two proposals from Yellowstone Landscape to the Board. He noted that both were discussed at the January meeting. He stated that the first proposal was \$2,918.12 to relandscape the median at the northern entry of Sawmill Creek, which has struggled since the very first day three years ago. He explained that they had tried fertilizing and watering more, with no success. Associated with that, they proposed to take the soil out and put decent soil in for another \$820. He explained that one of the Board members asked to have a soil test done, so they did. He further explained that unfortunately all they tested for was salt content and pH, which both were within acceptable ranges. He stated that he doesn't know the reason for this struggle, but there was a reason. He recommended that they do both, take the soil out and put decent soil in.

On MOTION by Mr. Porter, seconded by Mr. Belshe, with all in favor, the Proposals from Yellowstone Landscape for Sawmill Creek Entrance Landscape Renovations, was approved.

FIFTH ORDER OF BUSINESS

Discussion of Matanzas Woods Parkway Landscape

Mr. Smith presented the discussion of Matanzas Woods Parkway landscape to the Board. He explained that the Board approved to relandscape the portion from U.S. 1 up to just shy of the roundabout knowing that the roundabout was going to change. He stated that the Board also asked him to coordinate with the city about seeing if they would pay for the reuse meters, but he didn't have an answer yet. He stated that as part of their relocation of the roundabout, they planned to reconstruct about half of the roadway. He further stated that he has a hard time putting landscape into something that was going to be torn up, so he recommended that they landscape only the first half of the road and then wait and see what the city's going to do. He noted that they already approved the previous one and he wasn't sure if they needed to approve anything or to just understand that he will only do half.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2023-05
Approving the Proposed Fiscal Year 2024
Budget and Setting a Public Hearing**

Mr. Root presented Resolution 2023-05 to the Board. Mr. Flint explained that each year the Board was required to approve a proposed budget by June 15th and set the date, place and time of the public hearing for its final adoption. He stated that the proposed budget was not a binding document, so if the Board has concerns regarding the details of the budget, this is the starting point. He noted that there was an ability to make changes to this document between now and the public hearing, if necessary. He stated that one thing that cannot be done is if they approve a proposed budget with certain assessment levels, then at the public hearing decide they want to increase assessments, they would not be able to do that because there was a mailed notice and some other noticing requirements that would be necessary to do that. He explained that they added a table to the document. He stated that the first three columns of this document were the general fund operating that applies to all entitled land within the CDD, which is \$46.96, and it was not proposed to change. He noted that there were some additional entitled units that will actually increase their revenue in the general fund, but at this point they were not suggesting that the per unit amount be decreased and that they just recognize the additional \$25,000 that is generated from the additional units. He stated that there were subdivision specific assessments, which are not recommended to change either, so the proposed Fiscal Year 2024 assessment would remain the same as the Fiscal Year 2023 assessment. The only difference in that column is that they were anticipating Somerset, which is the new KB Homes project. He added that part of that would be assessed for operating and maintenance in the coming year. He noted that Mr. Smith had worked on getting estimates for landscaping and other things. For now, they have tagged the per unit amount to the same as what the Reverie project is paying because those projects are right next to each other and similar in nature. He reviewed the next set of columns, which was the Series 2006 debt service. He further explained that everyone pays except Sawmill Branch because when they issued bonds, they paid off the 2006 debt. He added that they were not subject to the 2006 debt, but their subdivision debt was higher as a result of the 2006 debt being paid off. He stated that this was going down by about 10% because the number of units were increasing. The number of entitled units that is subject to this debt is going up; therefore, the per unit amount is going down by about 10%. He reviewed the subdivision debt service that varies by Sawmill Creek Branch, Reverie and Somerset, which remain the same. He concluded the status on the assessment situation stating that there was no

proposed increases and a decrease in the 2006 debt, which Sawmill doesn't pay, but any other properties that are subject to that would see a slight decrease.

Mr. Flint stated that the budget was set up like the tables he just reviewed. He explained that the first line-item section in the budget was the general operating fund. He noted an increase in revenue and the per unit amount would remain the same. He stated that they were asking for an increase in the district management line-item. He added that they were not approving that today, but if it's in the final budget, they will be asked to.

Mr. Smith stated that he was contacted by several people over the last year about the possibility of putting fountains in the stormwater ponds. He explained that the cost to do one fountain was \$31,000. He noted that it was \$15,000 for the fountain, \$10,000 to get the electrical service there because they must go under the road and all the way down to a transformer, and \$6,000 a year in electrical charge for doing a fountain. He added that this didn't include maintenance. He noted that this number was not in their budget right now. After Board discussion, it was decided to not add this item to the budget.

On MOTION by Mr. Porter, seconded by Mr. Root, with all in favor, Resolution 2023-05 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing for July 21, 2023 at 10:30 AM at the Hilton Garden Inn was approved.

SEVENTH ORDER OF BUSINESS

Appointment of Audit Committee and Chairman

Mr. Flint stated that the CDD as a government entity was required to have an independent audit. Part of that process as far as selecting an auditor involves appointing an Audit Committee and designating a Chair. In the past, the Board appointed themselves as the Audit Committee and one of the Board members as the Chair. He explained that the Audit Committee was reviewing the form of the bid document, the selection criteria, and the notice. Then, when they come back in, ranking them against the evaluation criteria. The Board decided to appoint the Board as the Audit Committee and Mr. Root as the Chairman of the Audit Committee.

On MOTION by Mr. Belshe, seconded by Mr. Porter, with all in favor, Appointing the Board as the Audit Committee and Mr. Root as the Chairman of the Audit Committee, was approved.

EIGHTH ORDER OF BUSINESS**Discussion of Changing Speed Limit on
Sawmill Trace Requested by Sawmill
Creek HOA**

Mr. Flint stated that they had a request from the HOA president to consider lowering the speed limit. He explained that changing the speed limit was more involved than the Board deciding to adjust the speed limit because there is a standard set by the local governing authority based on the subdivision road. He further explained that typically when they deviate from that, they need to have a traffic study that would support it because ultimately the City of Palm Coast and Flagler County was going to be enforcing speed limits and other traffic regulations within the CDD. He stated that if they were going to set a speed limit other than what was approved when the subdivision was constructed, they would likely have to get approval from the City of Palm Coast. It was noted that they wanted to lower the speed limit to 15 MPH, and it was currently at 30 MPH. He stated that if the Board was interested in considering it, they would approach the City of Palm Coast to find out what they would require, which may involve having a traffic study being done to support the lower speed limit.

NINTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Chiumento had nothing to report to the Board.

B. Engineer and Maintenance Report**i. Landscape Maintenances Summary Report****ii. Sawmill Creek Stormwater Maintenance Report**

Mr. Smith stated that the maintenance summary was in the agenda package for review of the stormwater and landscape.

C. District Manager's Report**i. Approval of Check Register**

Mr. Flint presented the check register totaling \$26,737.44. There being no comments or questions, Mr. Flint asked for a motion to approve.

On MOTION by Mr. Porter, seconded by Mr. Belshe, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint reviewed the unaudited financials. He noted that if they had any questions that they could discuss those. Hearing none,

On MOTION by Mr. Belshe, seconded by Mr. Porter, with all in favor, the Balance Sheet and Income Statement, was approved.

iii. Presentation of Number of Registered Voters – 316

Mr. Flint stated that each year they were required to announce the number of registered voters that reside within the District as of April 15th. He noted that there were 316 registered voters. He further explained that because the District has been in existence for at least six years and has more than 250 registered voters, on November of 2024 the first two of the five seats will transition to general election. At that point, whoever occupies those two seats will have to be registered to vote within the District. He added that in 2026 two more seats will transition to general election and in 2028 the last seat will transition.

TENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Root, with all in favor, the meeting was adjourned at 11:29 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**PALM COAST PARK
COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022**

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Palm Coast Park Community Development District
Flagler County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Palm Coast Park Community Development District, Flagler County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 17, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



April 17, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Palm Coast Park Community Development District, Flagler County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$9,604,790).
- The change in the District's total net position in comparison with the prior fiscal year was \$2,321,107, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$7,751,764, an increase of \$3,053,836 in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items, restricted for debt service and capital projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the residual amount reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District currently maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general, debt service, and capital projects funds. All of the funds are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data included in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

| | NET POSITION | |
|-------------------------------------|----------------|-----------------|
| | SEPTEMBER 30, | |
| | 2022 | 2021 |
| Current and other assets | \$ 8,591,081 | \$ 4,729,028 |
| Capital assets, net of depreciation | 29,863,622 | 10,877,028 |
| Total assets | 38,454,703 | 15,606,056 |
| Current liabilities | 1,681,023 | 647,503 |
| Long-term liabilities | 46,378,470 | 26,884,450 |
| Total liabilities | 48,059,493 | 27,531,953 |
| Net position | | |
| Net investment in capital assets | (16,514,848) | (16,007,422) |
| Restricted | 6,485,505 | 3,702,482 |
| Unrestricted | 424,553 | 379,043 |
| Total net position | \$ (9,604,790) | \$ (11,925,897) |

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to owners; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase is the result of an increase in prepayment revenue.

Key elements of the change in net position are reflected in the following table:

| CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30, | | | |
|--|----------------|-----------------|--|
| | 2022 | 2021 | |
| Revenues: | | | |
| Program revenues | \$ 5,264,881 | \$ 3,450,642 | |
| General revenues | 796 | 1,500 | |
| Total revenues | 5,265,677 | 3,452,142 | |
| Expenses: | | | |
| General government | 205,758 | 189,335 | |
| Maintenance and operations | 208,365 | 207,770 | |
| Interest | 1,804,562 | 1,512,928 | |
| Bond issuance costs | 725,885 | - | |
| Total expenses | 2,944,570 | 1,910,033 | |
| Change in net position | 2,321,107 | 1,542,109 | |
| Net position - beginning | (11,925,897) | (13,468,006) | |
| Net position - ending | \$ (9,604,790) | \$ (11,925,897) | |

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$2,944,570. The costs of the District's activities were primarily funded by program revenues. Program revenues, comprised primarily of assessments, increased during the fiscal year as a result of an increase in prepayment revenue. The majority of the change in expenses results from the cost incurred toward the issuance of the new bonds.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2022, the District had \$29,959,602 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$95,980 has been taken, which resulted in a net book value of \$29,863,622. More detailed information about the District's capital assets is presented in the notes to the financial statements.

Capital Debt

At September 30, 2022, the District had \$ \$46,280,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District anticipates that the cost of general operations will increase as the District's infrastructures are completed and placed in service.

Subsequent to fiscal year end, the Board has entered into Bond counsel and underwriting services agreements for the issuance of new bonds; however, no terms of the issuance have yet been established.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Palm Coast Park Community Development District's Finance Department at 219 E. Livingston Street, Orlando, Florida 32801.

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

| | Governmental Activities |
|----------------------------------|----------------------------|
| ASSETS | |
| Cash | \$ 437,679 |
| Assessments receivable | 218,104 |
| Due from others | 250 |
| Prepays | 27,137 |
| Restricted assets: | |
| Investments | 7,907,911 |
| Capital assets: | |
| Nondepreciable | 29,537,335 |
| Depreciable, net | 326,287 |
| Total assets | <u>38,454,703</u> |
| LIABILITIES | |
| Accounts payable | 18,782 |
| Deposits | 24,565 |
| Contract and retainage payable | 795,970 |
| Accrued interest payable | 841,706 |
| Non-current liabilities: | |
| Due within one year | 1,315,000 |
| Due in more than one year | 45,063,470 |
| Total liabilities | <u>48,059,493</u> |
| NET POSITION | |
| Net investment in capital assets | (16,514,848) |
| Restricted for debt service | 4,468,144 |
| Restricted for capital projects | 2,017,361 |
| Unrestricted | 424,553 |
| Total net position | <u>\$ (9,604,790)</u> |

See notes to the financial statements

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

| <u>Functions/Programs</u> | <u>Expenses</u> | <u>Program Revenues</u> | | | <u>Net (Expense) Revenue and Changes in Net Position</u> |
|----------------------------------|------------------|-------------------------------------|---|---|--|
| | | <u>Charges for Services</u> | <u>Operating Grants and Contributions</u> | <u>Capital Grants and Contributions</u> | <u>Governmental Activities</u> |
| Primary government: | | | | | |
| Governmental activities: | | | | | |
| General government | \$ 205,758 | \$ 205,758 | \$ - | \$ - | \$ - |
| Maintenance and operations | 208,365 | 188,837 | - | 571,282 | 551,754 |
| Interest | 1,804,562 | 4,297,729 | 1,275 | - | 2,494,442 |
| Bond issuance costs | 725,885 | - | - | - | (725,885) |
| Total governmental activities | <u>2,944,570</u> | <u>4,692,324</u> | <u>1,275</u> | <u>571,282</u> | <u>2,320,311</u> |
| General revenues: | | | | | |
| Unrestricted investment earnings | | | | | 153 |
| Miscellaneous revenue | | | | | 643 |
| Total general revenues | | | | | <u>796</u> |
| Change in net position | | | | | 2,321,107 |
| Net position - beginning | | | | | <u>(11,925,897)</u> |
| Net position - ending | | | | | <u>\$ (9,604,790)</u> |

See notes to the financial statements

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

| | Major Funds | | | Total |
|---------------------------------------|-------------------|---------------------|---------------------|-----------------------|
| | General | Debt Service | Capital Projects | Governmental Funds |
| ASSETS | | | | |
| Cash | \$ 437,679 | \$ - | \$ - | \$ 437,679 |
| Investments | - | 5,091,746 | 2,816,165 | 7,907,911 |
| Assessments receivable | - | 218,104 | - | 218,104 |
| Due from others | 250 | - | - | 250 |
| Due from other funds | 2,834 | - | - | 2,834 |
| Prepays | 27,137 | - | - | 27,137 |
| Total assets | <u>\$ 467,900</u> | <u>\$ 5,309,850</u> | <u>\$ 2,816,165</u> | <u>\$ 8,593,915</u> |
| LIABILITIES AND FUND BALANCES | | | | |
| Liabilities: | | | | |
| Accounts payable and accrued expenses | 18,782 | \$ - | \$ - | \$ 18,782 |
| Deposits | 24,565 | - | - | 24,565 |
| Retainage payable | - | - | 795,970 | 795,970 |
| Due to other funds | - | - | 2,834 | 2,834 |
| Total liabilities | <u>43,347</u> | <u>-</u> | <u>798,804</u> | <u>842,151</u> |
| Fund balances: | | | | |
| Nonspendable: | | | | |
| Prepaid items | 27,137 | - | - | 27,137 |
| Restricted for: | | | | |
| Debt service | - | 5,309,850 | - | 5,309,850 |
| Capital projects | - | - | 2,017,361 | 2,017,361 |
| Unassigned | 397,416 | - | - | 397,416 |
| Total fund balances | <u>424,553</u> | <u>5,309,850</u> | <u>2,017,361</u> | <u>7,751,764</u> |
| Total liabilities and fund balances | <u>\$ 467,900</u> | <u>\$ 5,309,850</u> | <u>\$ 2,816,165</u> | <u>\$ 8,593,915</u> |

See notes to the financial statements

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET- GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

Fund balance - governmental funds \$ 7,751,764

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

| | | |
|--------------------------|-----------------|------------|
| Cost of capital assets | 29,959,602 | |
| Accumulated depreciation | <u>(95,980)</u> | 29,863,622 |

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

| | | |
|---|---------------------|-----------------------|
| Accrued interest payable | (841,706) | |
| Bonds payable | <u>(46,378,470)</u> | <u>(47,220,176)</u> |
| Net position of governmental activities | | <u>\$ (9,604,790)</u> |

See notes to the financial statements

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

| | Major Funds | | | Total Governmental Funds |
|--|-------------|-----------------|---------------------|--------------------------------|
| | General | Debt Service | Capital Projects | |
| REVENUES | | | | |
| Assessments | \$ 394,595 | \$ 4,297,729 | \$ - | \$ 4,692,324 |
| Interest | 153 | 1,275 | 6,231 | 7,659 |
| Impact fees | - | - | 375,919 | 375,919 |
| Miscellaneous | 643 | - | - | 643 |
| Total revenues | 395,391 | 4,299,004 | 382,150 | 5,076,545 |
| EXPENDITURES | | | | |
| Current: | | | | |
| General government | 156,292 | 49,466 | - | 205,758 |
| Maintenance and operations | 193,589 | - | - | 193,589 |
| Debt service: | | | | |
| Principal | - | 955,000 | - | 955,000 |
| Interest | - | 1,582,084 | - | 1,582,084 |
| Bond issuance costs | - | - | 725,885 | 725,885 |
| Capital outlay | - | - | 18,812,238 | 18,812,238 |
| Total expenditures | 349,881 | 2,586,550 | 19,538,123 | 22,474,554 |
| Excess (deficiency) of revenues over (under) expenditures | 45,510 | 1,712,454 | (19,155,973) | (17,398,009) |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfers in (out) | - | (61,116) | 61,116 | - |
| Bond issuance | - | 920,255 | 19,369,745 | 20,290,000 |
| Original issue Premium | - | - | 211,822 | 211,822 |
| Original issue discount | - | - | (49,977) | (49,977) |
| Total other financing sources (uses) | - | 859,139 | 19,592,706 | 20,451,845 |
| Net change in fund balances | 45,510 | 2,571,593 | 436,733 | 3,053,836 |
| Fund balances - beginning | 379,043 | 2,738,257 | 1,580,628 | 4,697,928 |
| Fund balances - ending | \$ 424,553 | \$ 5,309,850 | \$ 2,017,361 | \$ 7,751,764 |

See notes to the financial statements

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

| | |
|---|---------------------|
| Net change in fund balances - total governmental funds | \$ 3,053,836 |
| Amounts reported for governmental activities in the statement of activities are different because: | |
| Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position. | 18,812,238 |
| The statement of activities reports noncash contributions as revenues, but these revenues are not reported in the governmental fund financial statements. | 189,132 |
| Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position. | (20,290,000) |
| In connection with the issuance of the Bonds, the original issue discount/premium is reported as a financing use/source when debt is first issued, whereas this amount is eliminated in the statement of activities and reduces/increases long-term liabilities in the statement of net position. | (161,845) |
| Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities. | (14,776) |
| Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. | 955,000 |
| The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements. | (225,303) |
| Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities. | 2,825 |
| Change in net position of governmental activities | <u>\$ 2,321,107</u> |

See notes to the financial statements

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Palm Coast Park Community Development District ("District") was created pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, and Rule 42AAA-1 of the Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission effective on September 13, 2005. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board") which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. There are several major landowners and Developers that own land within the District. At September 30, 2022, certain Board members are affiliated with certain landowners and Developers (collectively, the "Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful life:

| <u>Assets</u> | <u>Years</u> |
|----------------|--------------|
| Benches | 20 |
| Wooden Bridges | 30 |

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2022:

| | Amortized Cost | Credit Risk | Maturities |
|-----------------------------------|---------------------|-------------|---|
| U.S. Bank NA Commercial Paper | \$ 6,698,378 | S&P A-1+ | Open ended |
| First American Govt Oblig Fd Cl D | 1,209,533 | S&P AAAM | Weighted average of the fund portfolio: 18 days |
| Total Investments | <u>\$ 7,907,911</u> | | |

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2022 were as follows:

| Fund | Transfer in | Transfer out |
|------------------|------------------|------------------|
| Debt service | \$ - | \$ 61,116 |
| Capital projects | 61,116 | - |
| Total | <u>\$ 61,116</u> | <u>\$ 61,116</u> |

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund represent the release of excess reserves and were made in accordance with the Bond Indenture.

NOTE 6 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

| | Beginning Balance (Restated) | Additions | Reductions | Ending Balance |
|--|------------------------------------|---------------|------------|-------------------|
| <u>Governmental activities</u> | | | | |
| Capital assets, not being depreciated | | | | |
| Land and land improvements | \$ 6,646,413 | \$ - | \$ - | \$ 6,646,413 |
| Construction in progress | 3,889,552 | 19,001,370 | - | 22,890,922 |
| Total capital assets, not being depreciated | 10,535,965 | 19,001,370 | - | 29,537,335 |
| Capital assets, being depreciated | | | | |
| Improvement - Benches | 41,780 | - | - | 41,780 |
| Infrastructure - Wooden bridges | 380,487 | - | - | 380,487 |
| Total capital assets, being depreciated | 422,267 | - | - | 422,267 |
| Less accumulated depreciation for: | | | | |
| Improvement - Benches | 16,712 | 2,089 | - | 18,801 |
| Infrastructure - Wooden bridges | 64,492 | 12,687 | - | 77,179 |
| Total accumulated depreciation | 81,204 | 14,776 | - | 95,980 |
| Total capital assets, being depreciated, net | 341,063 | (14,776) | - | 326,287 |
| Governmental activities capital assets | \$ 10,877,028 | \$ 18,986,594 | \$ - | \$ 29,863,622 |

Infrastructure and improvements for the District is expected to total approximately \$151,424,000 (the "Project"). Of that amount, the 2006 Project is estimated at \$26,300,000 and is funded primarily from the proceeds of the Special Assessment Bonds, Series 2006. The majority of the improvements were acquired from the Developer. Future improvements are expected to be funded by future Bond issuances or other sources. Infrastructure and improvements will include stormwater management, utilities, drainage, roadway improvements, electrical distribution, parks and open space. In addition, certain infrastructure will be conveyed to others upon completion. The series 2021 bonds were issued to construct and acquire a portion of the Project labeled The Spring Lake CIP which is estimated to cost approximately \$18.4 million. Additionally, the Series 2022 bonds were issued to fund a portion of the Project labeled The Sawmill Branch – Phase 2A/2B which is estimated to cost \$16,273,780. The portion of these two projects not covered by the series 2021 and 2022 bonds are expected to be funded by the Developer.

The District entered into a Utility Agreement with the City of Palm Coast ("City") whereby the District will convey certain utility improvements (i.e. potable, sewer, and reuse water systems) to the City upon completion. The City will reimburse the District for upsizing the related infrastructure. The estimated amount to be reimbursed to the District is \$1,403,163; however, the actual amount will be determined after acceptance of the utility improvements. The City has the option to remit the funds to the District in a lump sum payment or through capacity fee credits. The District conveyed approximately \$6,700,000 to the City in fiscal year 2009. During the current fiscal year, the District received \$375,919 of impact fees in accordance with the Utility Agreement with the City. The District has an outstanding balance of \$195,426 impact fee credits remaining.

In the current fiscal year, the District reimbursed a major landowner and the Developer a total of \$17,200,115 for construction costs incurred toward the District Project. The major landowner contributed \$189,132 toward those costs which is not expected to be reimbursed by the District. This amount is reflected in the capital grants and contribution balance in the statement of activities.

In connection with the 2006 project, if the District determines that there are deferred costs which exist at the completion of the project, a deferred cost account is to be established under the terms outlined in the Special Assessment Bonds, Series 2006 Bond Indenture. At September 30, 2022, the 2006 project has not been completed and the District has not yet determined if a liability exists for deferred costs.

NOTE 7 - LONG TERM LIABILITIES

Series 2006

On May 16, 2006 the District issued \$31,780,000 of Special Assessment Bonds, Series 2006 due on May 1, 2037 with a fixed interest rate of 5.70%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2006. Principal is to be paid serially commencing May 1, 2008 through May 1, 2037.

The Series 2006 Bonds are subject to optional redemption. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service requirement and has certain other restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Series 2019

On December 11, 2019 the District issued \$3,770,000 of Special Assessment Bonds, Series 2019 consisting of multiple term bonds with due dates ranging from May 1, 2021 to May 1, 2050 and fixed interest rates ranging from 3.4% to 4.3%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2020. Principal is to be paid serially commencing May 1, 2021 through May 1, 2050.

The Series 2019 Bonds are subject to optional redemption. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service requirement and has certain other restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Series 2021

On December 23, 2021, the District issued \$8,065,000 of Special Assessment Revenue Bonds, Series 2021 (Spring Lake – Tracts 2 and 3). The Series 2021 Bonds consist of the following term bonds:

| Bond Component | Amount | Coupon (%) | Maturity |
|---------------------------|---------------|-------------------|-----------------|
| 2026 Term Bond | \$ 440,000 | 2.400 | 5/1/2026 |
| 2031 Term Bond | 625,000 | 2.800 | 5/1/2031 |
| 2041 Term Bond | 2,190,000 | 3.125 | 5/1/2041 |
| 2052 Term Bond | 4,810,000 | 4.000 | 5/1/2052 |

The Bonds were issued to finance a portion of the costs of the Spring Lake CIP (see Note 5 above). Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2052.

The Series 2021 Bonds are subject to redemption at the option of the District prior to maturity as a whole or in part, at any time, on or after May 1, 2031. The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

NOTE 7 - LONG TERM LIABILITIES (Continued)

Series 2021 (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Series 2022

On June 21, 2022, the District issued \$12,225,000 of Special Assessment Bonds, Series 2022 (Sawmill Branch – Phase 2). The Series 2022 Bonds consist of the following term bonds:

| Bond Component | Amount | Coupon (%) | Maturity |
|-----------------------|---------------|-------------------|-----------------|
| 2027 Term Bond | \$ 1,100,000 | 4.150 | 5/1/2026 |
| 2032 Term Bond | 1,370,000 | 4.625 | 5/1/2031 |
| 2042 Term Bond | 3,980,000 | 5.000 | 5/1/2041 |
| 2051 Term Bond | 5,775,000 | 5.125 | 5/1/2052 |

The Series 2022 Bonds are subject to redemption at the option of the District prior to maturity as a whole or in part, at any time, on or after May 1, 2032. The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Changes in long-term liability activity for the fiscal year ended September 30, 2022 were as follows:

| | Beginning Balance (Restated) | Additions | Reductions | Ending Balance | Due Within One Year |
|--------------------------------|------------------------------------|---------------|------------|-------------------|------------------------|
| <u>Governmental activities</u> | | | | | |
| Bonds payable: | | | | | |
| Series 2006 | \$ 23,215,000 | \$ - | \$ 915,000 | \$ 22,300,000 | \$ 970,000 |
| Less: Original issue discount | (59,580) | - | 3,973 | (55,607) | - |
| Series 2019 | 3,730,000 | - | 40,000 | \$ 3,690,000 | 40,000 |
| Less: Original issue discount | (970) | - | 35 | (935) | - |
| Series 2021 | - | 8,065,000 | - | 8,065,000 | 105,000 |
| Plus: Original Issue Premium | - | 211,822 | (6,833) | 204,989 | - |
| Series 2022 | - | 12,225,000 | - | 12,225,000 | 200,000 |
| Less: Original issue discount | - | (49,977) | - | (49,977) | - |
| Total | \$ 26,884,450 | \$ 20,451,845 | \$ 952,175 | \$ 46,378,470 | \$ 1,315,000 |

NOTE 7 - LONG TERM LIABILITIES (Continued)

At September 30, 2022, the scheduled debt service requirements on the long-term debt were as follows:

| Year ending September 30: | Governmental Activities | | |
|------------------------------|-------------------------|----------------------|----------------------|
| | Principal | Interest | Total |
| 2023 | \$ 1,315,000 | \$ 2,234,842 | \$ 3,549,842 |
| 2024 | 1,385,000 | 2,251,259 | 3,636,259 |
| 2025 | 1,460,000 | 2,180,119 | 3,640,119 |
| 2026 | 1,540,000 | 2,104,974 | 3,644,974 |
| 2027 | 1,620,000 | 2,025,431 | 3,645,431 |
| 2028-2032 | 9,510,000 | 8,752,459 | 18,262,459 |
| 2033-2037 | 12,435,000 | 5,913,105 | 18,348,105 |
| 2038-2042 | 4,820,000 | 3,435,614 | 8,255,614 |
| 2043-2047 | 6,035,000 | 2,179,245 | 8,214,245 |
| 2048-2052 | 6,160,000 | 722,320 | 6,882,320 |
| Total | <u>\$ 46,280,000</u> | <u>\$ 31,799,368</u> | <u>\$ 78,079,368</u> |

NOTE 8 - DEVELOPER AND LANDOWNERS TRANSACTIONS

There are several major landowners and the Developer that own land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the major landowner and Developer.

NOTE 9 – PRIOR PERIOD ADJUSTMENT

The 2022 report has adjusted the following items listed in the 2021 report:

| | Governmental Activities | |
|--------------------------------------|----------------------------|------------------------|
| | Capital assets | Long-term Liability |
| As previously stated | \$ 11,022,592 | \$ 27,030,014 |
| Overstatement of capital assets | (145,564) | - |
| Overstatement of long-term liability | - | (145,564) |
| As restated | <u>\$ 10,877,028</u> | <u>\$ 26,884,450</u> |

NOTE 10 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the major landowners and developers, the loss of which could have a material adverse effect on the District's operations.

NOTE 11 - MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 12 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of risks related to torts. There were no settled claims during the past three years.

NOTE 13 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$1,790,000 of the Series 2006 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

| | Budgeted Amounts Original & Final | Actual Amounts | Variance with Final Budget - Positive (Negative) |
|--|---|-------------------|---|
| REVENUES | | | |
| Assessments | \$ 392,713 | \$ 394,595 | \$ 1,882 |
| Interest | 1,500 | 153 | (1,347) |
| Other revenue | - | 643 | 643 |
| Total revenues | <u>394,213</u> | <u>395,391</u> | <u>1,178</u> |
| EXPENDITURES | | | |
| Current: | | | |
| General government | 115,498 | 156,292 | (40,794) |
| Maintenance and operations | 278,465 | 193,589 | 84,876 |
| Reserves-other | 10,000 | - | 10,000 |
| Total expenditures | <u>403,963</u> | <u>349,881</u> | <u>54,082</u> |
| Excess (deficiency) of revenues over (under) expenditures | (9,750) | 45,510 | 55,260 |
| OTHER FINANCING SOURCES (USES) | | | |
| Use of fund balance | 9,750 | - | (9,750) |
| Total other financing sources (uses) | <u>9,750</u> | <u>-</u> | <u>(9,750)</u> |
| Net change in fund balances | <u>\$ -</u> | 45,510 | <u>\$ 45,510</u> |
| Fund balance - beginning | | <u>379,043</u> | |
| Fund balance - ending | | <u>\$ 424,553</u> | |

See notes to required supplementary information

**PALM COAST COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

**PALM COAST COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED**

| <u>Element</u> | <u>Comments</u> |
|---|--|
| Number of district employees compensated at 9/30/2022 | 5 |
| Number of independent contractors compensated in September 2022 | 7 |
| Employee compensation for FYE 9/30/2022 (paid/accrued) | \$10,400 |
| Independent contractor compensation for FYE 9/30/2022 | \$373,402.12 |
| Construction projects to begin on or after October 1; (\$65K) | |
| Tract 2 & 3 Project - Series 2021 | \$18,407,500 |
| Sawmill Branch - phase 2 Project - Series 2022 | \$16,273,780 |
| Budget variance report | See page 24 of annual financial report |
| Ad Valorem taxes; | Not applicable |
| Non ad valorem special assessments; | |
| Special assessment rate for FYE 9/30/2022 | <u>Operations and maintenance:</u> Residential - \$47.23 Residential SMC - \$46.96 Office - \$29.33 Retail - \$35.20 Industrial - \$23.47 Sawmill Creek - \$423.89 <u>Debt service:</u> Series 2006 - \$369.83 Series 2019 - \$809.84 |
| Special assessments collected FYE 9/30/2022 | \$2,867,899.78 |
| Outstanding Bonds: | |
| Series 2006, due May 1, 2037 | see Note 7 for details |
| Series 2019, due May 1, 2050 | see Note 7 for details |
| Series 2021, due May 1, 2052 | see Note 7 for details |
| Series 2022, due May 1, 2051 | see Note 7 for details |



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Palm Coast Park Community Development District
Flagler County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Palm Coast Park Community Development District, Flagler County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 17, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Shaw & Associates

April 17, 2023



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Palm Coast Park Community Development District
Flagler County, Florida

We have examined Palm Coast Park Community Development District, Flagler County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Palm Coast Park Community Development District, Flagler County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

April 17, 2023



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**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Palm Coast Park Community Development District
Flagler County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Palm Coast Park Community Development District, Flagler County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated April 17, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 17, 2023, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Palm Coast Park Community Development District, Flagler County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Palm Coast Park Community Development District, Flagler County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

April 17, 2023

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 26.

SECTION V

SECTION A

*This item will be provided under
separate cover*

SECTION B

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY
FOR
SOMERSET AT PALM COAST PARK PROJECT PHASES 1, 2 & 3
(SOMERSET ASSESSMENT AREA)**

**PALM COAST PARK
COMMUNITY DEVELOPMENT DISTRICT**

Date: June 16, 2023

**Prepared by
Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



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GMS-CF, LLC does not represent the Palm Coast Park Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Palm Coast Park Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Palm Coast Park Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue approximately \$6,000,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within an assessment area within the District referred to as “Somerset Phases 1, 2 & 3” (collectively the “Somerset Assessment Area”), more specifically described in the Supplemental Engineer’s Report to the 2006 Master Engineer’s Report For Palm Coast Park Community Development District Somerset at Palm Coast Park Project Phases 1, 2 & 3 dated May 26, 2023, prepared by Matthews Design Group, Inc., which report may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements that benefit property owners within the Somerset Assessment Area within the District.

1.1 Purpose

This Supplemental Assessment Methodology Report for Somerset Phases 1, 2 & 3 at Palm Coast Park (the “Supplemental Report”) supplements the Master Assessment Methodology dated October 21, 2022 (the “Master Report” together with the Supplemental Report, the “Assessment Report”), provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties in the Somerset Assessment Area within the District. This Assessment Report allocates the debt to assessable properties based on the special benefits each receives from the Somerset Phases 1, 2 & 3 capital improvement plan (the “Somerset Project”). The Somerset Project is depicted in Table 2. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District has imposed non ad valorem special assessments on the benefited lands within the Somerset Assessment Area within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 4,719 acres in the City of Palm Coast, Flagler County, Florida. The Somerset Assessment Area contains approximately 134.98 acres within the District. The development program, with respect to the Somerset Assessment Area, envisions 418 residential units (herein the “Somerset

Development”). The proposed Somerset Development Program is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The improvements contemplated by the District in the Somerset Project will provide facilities that benefit the assessable property within the Somerset Assessment Area. Specifically, the District may construct and/or acquire certain engineering & environmental permitting/mitigation, mobilization/clearing/demolition, roadways, earthwork/grading/grassing, offsite roadways, stormwater system, utilities, amenity center, landscape & hardscape, parks and open space, electrical distribution, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Somerset Project.
2. The District Engineer determines the assessable acres that benefit from the District’s Somerset Project.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Somerset Project.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis within the Somerset Assessment Area. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to assessable property within the Somerset Assessment Area different in kind and degree than general benefits, for properties within it’s borders outside of the Somerset Assessment Area as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the Somerset Assessment Area within the District. The implementation of the Somerset Project enables properties within the Somerset Assessment Area to be developed. Without the District’s Somerset Project, there would be no infrastructure to support development of land within the Somerset Assessment Area. Without these improvements, development of the property within the Somerset Assessment Area within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the Somerset Assessment Area within the District and outside the boundaries of the District will benefit from the provision of the District's Somerset Project. However, these benefits will be incidental to the District's Somerset Project, which is designed solely to meet the needs of property within the Somerset Assessment Area within the District. Properties outside the District boundaries and outside the Somerset Assessment Area do not depend upon the District's Somerset Project. The property owners within the Somerset Assessment Area are therefore receiving special benefits not received by those outside the District's boundaries and outside of the Somerset Assessment Area within the District.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the Somerset Assessment Area within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the Somerset Project that is necessary to support full development of property within the Somerset Assessment Area will cost approximately \$19,078,559. The District's Underwriter projects that financing costs required to fund a portion of the Somerset Project, the cost of issuance of special assessment bonds (the "Bonds"), the funding of a debt service reserve fund, and capitalized interest, will be approximately \$6,000,000. Additionally, funding required to complete the Somerset Project not derived from the Bonds is anticipated to be funded by the KB Homes Jacksonville, LLC. Without the Somerset Project, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue approximately \$6,000,000 in Bonds to fund a portion of the District's Somerset Project for the Somerset Assessment Area, provide for

capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$6,000,000 in debt to the properties benefiting from the Somerset Project.

Table 1 identifies the land uses as identified by the Developer and current landowners of the land within the Somerset Assessment Area. The District has a proposed Engineer's Report for the Somerset Project needed to support the Somerset Development. The construction costs relating thereto are outlined in Table 2. The improvements needed to support the Somerset Development within the Somerset Assessment Area are described in detail in the Engineer's Report and are estimated to cost \$19,078,559. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the Somerset Project and related costs was determined by the District's Underwriter to total approximately \$6,000,000. Table 3 shows the breakdown of the Bond sizing. In Table 3, the Bond sizing includes the estimated Bond sizing for Somerset Project in order to determine benefit for the Somerset Assessment Area. The District is not obligated to fund all of the Somerset Project.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The Somerset Project funded by District Bonds benefits all developable acres within the Somerset Assessment Area of the District.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive based on a first platted first assigned basis. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Somerset Development Plan will be completed and the debt relating to the Bonds will be allocated to the planned 418 residential units within the Somerset Assessment Area within the District, which are the beneficiaries of the Somerset Project, as depicted in Table 5 and Table 6. If there are changes to the Somerset Development Plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The initial assessments will be levied on an equal basis to all acres within the Somerset Assessment Area of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the Somerset Assessment Area of the District are benefiting from the proposed Somerset Project.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the CDD will recognize a developer contribution equal to \$930,000 in eligible infrastructure.

Until all the land within the Somerset Assessment Area within the District has been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands could be subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned in the Master Report, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Somerset Project consists of engineering & environmental permitting/mitigation, mobilization/clearing/demolition, roadways, earthwork/grading/grassing, offsite roadways, stormwater system, utilities, amenity center, landscape & hardscape, parks and open space, electrical distribution, and contingency. There are two residential product types within the planned development within the Somerset Assessment Area as reflected in Table 1. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the Somerset Project on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Somerset Project will provide several types of systems, facilities and services for its residents. These include certain engineering & environmental permitting/mitigation, roadways, mobilization/clearing/demolition, earthwork/grading/grassing, offsite roadways, stormwater system, utilities, amenity center, landscape & hardscape, parks and open space, electrical distribution, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of Somerset Project relating to the Somerset Development, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the Somerset Project is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the Somerset Assessment Area derived from the acquisition and/or construction of the District's Somerset Project relating to the Somerset Development have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the Somerset Assessment Area in the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the a portion of the proposed Somerset Project is developed and/or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium

or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service, then no debt reduction payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the Somerset Assessment Area within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land within the Somerset Assessment Area within the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's Somerset Project will be distributed evenly across the gross acres of the Somerset Assessment Area within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SOMERSET AT PALM COAST PARK

| Product Types | No. of Units * | ERUs per Unit (1) | Total ERUs |
|-------------------|----------------|-------------------|------------|
| Single-Family 40' | 160 | 0.80 | 128.00 |
| Single-Family 50' | 258 | 1.00 | 258.00 |
| Total Units | 418 | | 386.00 |

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 50' unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SOMERSET AT PALM COAST PARK

| The Somerset Project (1) | Total Cost Estimate |
|---|---------------------|
| Engineering & Environmental Permitting/Mitigation | \$822,000 |
| Mobilization/Clearing/Demolition | \$2,344,144 |
| Earthwork/Grading/Grassing | \$2,180,636 |
| Roadways | \$2,854,143 |
| Offsite Roadways | \$733,338 |
| Stormwater System | \$2,082,233 |
| Utilities | \$5,210,409 |
| Landscape & Hardscape | \$1,805,615 |
| Parks & Open Space | \$225,000 |
| Electrical Distribution (Conduit) | \$300,000 |
| Contingency | \$521,041 |
| Total | \$19,078,559 |

(1) A detailed description of these improvements is provided in the Supplemental Engineer's Report for Somerset at Palm Coast Park Project Phases 1, 2 & 3 dated May 26, 2023

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SOMERSET AT PALM COAST PARK

| Description | Total |
|-----------------------|--------------------|
| Construction Funds | \$5,404,781 |
| Debt Service Reserve | \$209,819 |
| Capitalized Interest | \$90,400 |
| Underwriters Discount | \$120,000 |
| Cost of Issuance | \$175,000 |
| Par Amount* | \$6,000,000 |

Bond Assumptions:

| | |
|-----------------------|-----------------------|
| Average Coupon | 5.65% |
| Amortization | 30 years |
| Capitalized Interest | Thru 11/1/2023 |
| Debt Service Reserve | 50% of Max Annual D/S |
| Underwriters Discount | 2% |

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SOMERSET AT PALM COAST PARK

| Product Types | No. of Units * | ERU Factor | Total ERUs | % of Total ERUs | Total Improvements Costs Per Product Type | Improvement Costs Per Unit |
|-------------------|-------------------|---------------|---------------|--------------------|--|-------------------------------|
| Single-Family 40' | 160 | 0.8 | 128 | 33.16% | \$6,326,569 | \$39,541 |
| Single-Family 50' | 258 | 1.00 | 258 | 66.84% | \$12,751,990 | \$49,426 |
| Totals | 418 | | 386 | 100.00% | \$19,078,559 | |

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SOMERSET AT PALM COAST PARK

| Product Types | No. of Units * | Total Improvement | Potential | Developer | Allocation of Par | Par Debt Per Unit |
|-------------------|-------------------|---------------------------|---|---------------------|--------------------------|----------------------|
| | | Costs Per Product Type | Allocation of Par Debt Per Product Type | Contributions* * | Debt Per Product Type | |
| Single-Family 40' | 160 | \$ 6,326,569 | \$2,298,031 | (\$1,380) | \$2,296,651 | \$14,354 |
| Single-Family 50' | 258 | \$ 12,751,990 | \$4,631,969 | (\$928,620) | \$3,703,349 | \$14,354 |
| Totals | 418 | \$ 19,078,559 | \$6,930,000 | (\$930,000) | \$6,000,000 | |

* Unit mix is subject to change based on marketing and other factors

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$930,000 in eligible infrastructure.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SOMERSET AT PALM COAST PARK

| Product Types | No. of Units * | Allocation of Par Debt Per Product Type | Total Par Debt Per Unit | Maximum Annual Debt Service | Net Annual Debt Assessment Per Unit | Gross Annual Debt Assessment Per Unit (1) |
|-------------------|-------------------|--|----------------------------|-----------------------------------|--|--|
| Single-Family 40' | 160 | \$2,296,651 | \$14,354 | \$160,640 | \$1,004 | \$1,068.09 |
| Single-Family 50' | 258 | \$3,703,349 | \$14,354 | \$259,032 | \$1,004 | \$1,068.09 |
| Totals | 418 | \$6,000,000 | | \$419,672 | | |

(1) This amount includes 6% for collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR SOMERSET AT PALM COAST PARK

| Owner | Property* | Acres | Par Debt Per Acre | Total Par Debt Allocated | Net Annual Debt Assessment Allocation | Gross Annual Debt Assessment Allocation (1) |
|----------------------------|--------------------------|--------|----------------------|-----------------------------|---|---|
| KB Homes Jacksonville, LLC | Somerset Assessment Area | 134.98 | \$44,451 | \$6,000,000 | \$419,638 | \$446,423 |
| Totals | | 134.98 | | \$6,000,000 | \$419,638 | \$446,423 |

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

| | |
|-----------------------------|-----------|
| Annual Assessment Periods | 30 |
| Average Coupon Rate (%) | 5.65% |
| Maximum Annual Debt Service | \$419,638 |

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

Tract 15

A parcel of land lying West of U.S. Highway No. 1 (State Road 5) in Government Section 33, Township 10 South, Range 30 East and in Government Section 4, Township 11 South, Range 30 East, being a portion of Parcel 901, recorded in Official Records Book 792, Page 1902, of the Public Records of and lying within Flagler County, Florida, being more particularly described as follows:
A point of reference being the Northeast corner of Section 4, Township 11 South, Range 30 East, thence South 89 degrees 24 minutes 09 seconds West along the North line of Section 4 a distance of 1650.24 feet to a point on the Westerly Right of Way line of U.S. Highway No. 1 (State Road 5) said point being the Point of Beginning of this description; thence South 89 degrees 24 minutes 09 seconds West along the North line of Section 4 a distance of 51.42 feet, thence departing said North line of Section 4 run South 14 degrees 05 minutes 29 seconds East along the Westerly Right of Way line of U.S. Highway No. 1 a distance of 1857.38 feet to a point of curvature; thence South 884.67 feet along the arc of a curve to the left (concave Easterly), having a central angle of 08 degrees 41 minutes 09 seconds and a radius of 5829.65 feet, a chord bearing of South 18 degrees 24 seconds East and a chord distance off 884.02 feet to a point of tangency, thence South 22 degrees 47 minutes 18 seconds East a distance of 243.36 feet, thence departing U.S. Highway No. 1, run North 73 degrees 52 minutes 06 seconds West a distance of 1039.50 feet, thence
South 50 degrees 52 minutes 58 seconds West a distance of 705.57 feet, thence North 14 degrees 58 minutes 28 seconds West a distance of 1502.07 feet, thence South 53 degrees 13 minutes 41 seconds West a distance of 610.00 feet, thence North 18 degrees 44 minutes 48 seconds West a distance off 404.68 feet to the Southeast corner of parcel 800-7, recorded in Official Records Book 586, Page 1513, and Official Records Book 553, Page 1539, of the Public Records of Flagler County, Florida, thence North 09 degrees 09 minutes 56 seconds West along the Easterly line of Parcel 800-7 a distance of 1714.13 feet, thence departing Parcel 800-7 run North 81 degrees 38 minutes 25 seconds East a distance of 1040.20 feet, thence North 18 degrees 27 minutes 03 seconds East a distance of 335.80 feet, thence North 08 degrees 21 minutes 44 seconds West a distance of 1205.13 feet, thence North 85 degrees 14 minutes 11 seconds East a distance of 421.01 feet, thence South 11 degrees 33 minutes 36 seconds East a distance of 235.55 feet, thence South 62 degrees 31 minutes 54 seconds East a distance of 299.79 feet to a point on the Westerly Right of Way line of U.S. Highway 1, thence South 14 degrees 05 minutes 28 seconds East along the Westerly Right of Way line of U.S. Highway No. 1 a distance of 1517.17 feet to the Point of Beginning.
and

Tract 17

A parcel of land lying West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Parcel 901 recorded in Official Records Book 792, Pages 1902 through 1917, of the Public Records of and lying with Flagler County, Florida, being particularly described as follows:
A point of reference being the Southwest corner of Section 33, Township 10 South, Range 30 East, thence North 89 degrees 02 minutes 28 seconds East along the South line of Section 33 a distance of 692.72 feet to a point of the Easterly boundary line of the Florida East Coast Railway Company's Railroad Right of Way (150 feet R/W), thence continue North 89 degrees 02 minutes 28 seconds East along the South line of Section 33 a distance of 871.33 feet, thence departing

said South line of Section 33 run North 09 degrees 09 minutes 56 seconds West a distance of 170.12 feet to the Point of Beginning of the description, thence North 09 degrees 09 minutes 56 seconds West along the Easterly boundary of Parcel 800-7 recorded in Official Records Book 586, Page 1513, of the Public Records of Flagler County, Florida, a distance of 3503.78 feet to the Northeast corner off Parcel 800.7, thence North 86 degrees 20 minutes 16 seconds West a distance of 884.48 feet to a point on the Easterly boundary line of the Florida East Coast Railway Company's Railroad Right of Way, (150 feet R/W) thence North 09 degrees 09 minutes 56 seconds West along said Right of Way line a distance of 51.28 feet, thence departing said Right of Way South 86 degrees 20 minutes 16 seconds East along the Southerly boundary line of lands recorded in Official Records Book 1311, Page 256 and City of Palm Coast Lands recorded in Official Records Book 1311, Page 307, of the Public Records of Flagler County, Florida, a distance of 1327.13 feet, thence North 03 degrees 39 minutes 44 seconds East along the East line of said city lands a distance of 748.33 feet, thence departing said city land run South 86 degrees 20 minutes 16 seconds East a distance of 322.65 feet, thence North 02 degrees 40 minutes 13 seconds West a distance of 141.34 feet, thence North 89 degrees 08 minutes 52 seconds East a distance of 631.84 feet to a point on the Westerly Right of Way line of U.S. Highway No. 1, thence South 14 degrees 05 minutes 29 seconds East along said Right of Way a distance of 9.84 feet, thence North 89 degrees 01 minutes 24 seconds East a distance of 51.34 feet, thence South 14 degrees 05 minutes 29 seconds East along said Westerly Right of Way line of U.S. Highway No. 1 a distance of 3111.84 feet, thence departing U.S. Highway No. 1 run North 62 degrees 31 minutes 54 seconds West a distance of 299.79 feet, thence North 11 degrees 33 minutes 36 seconds West a distance of 235.55 feet, thence South 85 degrees 14 minutes 11 seconds West a distance of 421.04 feet, thence South 08 degrees 21 minutes 44 seconds East a distance of 1205.13 feet, thence South 16 degrees 27 minutes 03 seconds West a distance of 335.80 feet, thence South 81 degrees 38 minutes 25 seconds West a distance of 1040.20 feet to the Point of Beginning.

LESS AND EXCEPT a parcel of land located West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Tract 17, per Official Records Book 2408, Pages 777-783 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the Southwest corner of Government Section 33, Township 10 South, Range 30 East; thence N89°02'28"E along the South line of Section 33 for a distance of 1564.05 feet to the Southeasterly extension of the Westerly line of said Tract 17; thence departing said Section line, N09°09'56"W along said extension and said Westerly line for a distance of 3632.89 feet to the Point of Beginning of this description; thence continue N09°09'56"W along said Westerly line for a distance of 41.02 feet; thence following along the boundary lines of said Tract 17 the following 10 courses: 1) thence N86°20'16"W for a distance of 884.48 feet to the Easterly line of the Florida East Coast Railway Company's Right-of-Way, 2) thence N09°09'56"W along said Easterly Right-of-Way line for a distance of 51.28 feet; 3) thence departing said Railroad Right-of-Way S86°20'16"E along the southerly line of lands per Official Records Book 1311, Page 256 and City of Palm Coast lands per Official Records Book 1311, Page 307 of the Public Records of Flagler County, Florida, for a distance of 1327.13 feet; 4) thence N03°39'44"E along the Easterly line of said City lands for a distance of 748.33 feet; 5) thence departing said Easterly line S86°20'16"E for a distance off 322.65 feet; 6) thence N02°40'13"W for a distance of 141.34 feet; 7) thence N89°08'52"E for a distance of 631.84 feet to the Westerly Right-of-Way line of said U.S. Highway No. 1; 8) thence along said Westerly Right-of-Way S14°05'29"E for a distance of 9.84 feet; 9) thence N89°01'24"E for a distance of 51.34 feet; 10) thence S14°05'29"E for a distance of 613.10 feet; thence departing said Right-of-Way line and said Tract 17 boundary S75°54'02"W for a distance of 446.14 feet; thence S06°55'26"E for a distance of 250.00 feet to the Northerly line of Peavy Grade (an 80-foot wide access easement per Official Records Book 792, Page 1932 of the Public Records of Flagler County, Florida) thence along the Northerly line(s) of said easement the following two (2) courses: 10) thence S86°20'16"E for a distance of 382.50 feet; 2) thence N75°54'31"E for a distance of 112.44 feet to the said Westerly Right-of-Way line of U.S. Highway No. 1; thence departing said Peavy Grade, thence departing said Westerly Right-of-Way line S14°05'29"E for a distance of 120.00 feet to the Southerly line of said Peavy Grade; thence departing said Westerly Right-of-Way line N86°20'16"W along the Southerly line of said Peavy Grade for a distance of 1740.92 feet to the aforementioned Point of Beginning of this description.

AND LESS AND EXCEPT a parcel of land located West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Tract 17, per Official Records Book 2408, Pages 777-783 of the Public Records of Flagler County, Florida, being more particularly described as follows:
A point of reference being the Southwest corner of Government Section 33, Township 10 South, Range 30 East; thence

N89°02'28"E along the South line of Section 33 for a distance of 1564.05 feet to the Southeasterly extension of the Westerly line of said Tract 17; thence departing said Section line, N09°09'56"W along said extension for a distance of 3632.89 feet; thence continuing along said Westerly line for a distance of 41.02 feet to the Point of Beginning of this description; thence continue N09°09'56"W along said Westerly line for a distance of 3157.94 feet to the Southerly line of Peavy Grade (an 80-foot wide access easement per Official Records Book 792, Page 1932 of the Public Records of Flagler County, Florida); thence departing said Westerly line S86°20'16"E along said Southerly line for a distance of 1363.58 feet; thence departing said Southerly line S14°05'29"E for a distance of 415.6 feet; thence N75°54'31"E for a distance of 359.37 feet to the Westerly Right-of-Way line of U.S. Highway No. 1; thence along said Right-of-Way line S14°05'29"E for a distance of 1737.15 feet to the Southerly line of said Tract 17; thence departing said Right-of-Way line along the Southerly boundary line of said Tract 17 the following courses: thence N82°31'54"W for a distance of 299.79 feet; thence N11°33'36"W for a distance of 235.55 feet; thence S85°14'11"W for a distance of 421.04 feet; thence S08°21'44"E for a distance of 1205.13 feet; thence departing said Southerly lines S81°38'25"W for a distance of 1185.40 feet to the aforementioned Point of Beginning of this description.

AND ALSO EXCEPT

A PART OF SECTION 4, TOWNSHIP 11 SOUTH RANGE 30 EAST, LYING WEST OF US HIGHWAY NO. 1 AND BEING PART OF PARCEL 901, AS RECORDED IN OFFICIAL RECORDS BOOK 792, PAGE 1902 AND OFFICIAL RECORDS BOOK 792, PAGE 1916, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE S89°24'09"W ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 1650.24 FEET TO A POINT ON THE NORTH LINE OF U.S. HIGHWAY NO. 1, A VARIABLE WIDTH RIGHT OF WAY, THENCE S89°24'09"W ALONG SAID NORTH RIGHT OF WAY AND CONTINUING ALONG SAID NORTH SECTION LINE, A DISTANCE OF 51.42 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID NORTH SECTION LINE AND ALONG SAID WESTERLY RIGHT OF WAY S14°05'29"E A DISTANCE OF 1857.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 2°58'06", A RADIUS OF 5829.65 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S15°34'32"E AND A CHORD DISTANCE OF 301.98 FEET; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY AND ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 302.01 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 5°43'43", A RADIUS OF 5829.65 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S19°55'27"E AND A CHORD DISTANCE OF 582.62 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY FOR AN ARC LENGTH OF 582.65 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE S22°47'18"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 243.36 FEET, THENCE DEPARTING SAID RIGHT OF WAY N73°52'08"W A DISTANCE OF 1039.50 FEET; THENCE S50°52'58"W A DISTANCE OF 705.57 FEET; THENCE N14°58'28"W A DISTANCE OF 1502.07 FEET; THENCE S53°13'41"W A DISTANCE OF 610.00 FEET; THENCE N18°44'48"W A DISTANCE OF 404.69 FEET; THENCE N57°08'17"E A DISTANCE OF 8.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 37°34'07", A RADIUS OF 100.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF N75°55'20"E AND A CHORD DISTANCE OF 64.40 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 65.57 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S85°17'36"E A DISTANCE OF 54.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 91°31'26", A RADIUS OF 182.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF N48°56'41"E AND A CHORD DISTANCE OF 260.79 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 290.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE HAVING A CENTRAL ANGLE OF 53°57'19", A RADIUS OF 90.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF N30°09'37"E AND A CHORD DISTANCE OF 81.68 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 84.75 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N57°08'17"E A DISTANCE OF 176.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 160.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S77°51'43"E AND A CHORD DISTANCE OF 226.27 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 251.33 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S32°51'43"E A DISTANCE OF 244.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 25°38'49", A RADIUS OF 160.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S20°02'19"E AND A CHORD DISTANCE OF 71.02 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 71.62 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S06°11'09"E A DISTANCE OF 185.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 12°19'19", A RADIUS OF 500.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S12°20'48"E AND A CHORD DISTANCE OF 107.32 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 107.53 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S18°30'28"E A DISTANCE OF 674.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A CENTRAL ANGLE OF 13°51'04", A RADIUS OF 140.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S87°26'00"E AND A CHORD DISTANCE OF 261.27 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 336.83 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N23°38'28"E A DISTANCE OF 120.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 47°27'13", A RADIUS OF 235.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF N47°22'05"E AND A CHORD DISTANCE OF 189.12 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 194.63 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N71°05'41"E A DISTANCE OF 262.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 47°49'14", A RADIUS OF 210.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S84°59'42"E AND A CHORD DISTANCE OF 170.23 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 175.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A CENTRAL ANGLE OF 47°49'14", A RADIUS OF 80.00 FEET, BEING SUBTENDED WITH A CHORD BEARING OF S84°59'24"E AND A CHORD DISTANCE OF 64.85 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 66.77 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N71°05'41"E A DISTANCE OF 193.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,240,648 SQUARE FEET AND/OR 28.48 ACRES MORE OR LESS.

SECTION C

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023, IN ONE OR MORE SERIES (THE "SERIES 2023 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTH SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2023 BONDS; APPOINTING THE UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT OF PURCHASE WITH RESPECT TO THE SERIES 2023 BONDS AND AWARDED THE SERIES 2023 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2023 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPOINTING A DISSEMINATION AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, AND PROVIDING FOR THE APPLICATION OF THE SERIES 2023 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2023 BONDS; MAKING CERTAIN DECLARATIONS; PROVIDING FOR THE REGISTRATION OF THE SERIES 2023 BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Palm Coast Park Community Development District (the "District") is a local unit of special purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the

"Act"), created by Rule 42AAA-1 (the "Rule"), of the Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission, effective September 13, 2005; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its boundaries, and the District has decided to undertake the planning, acquisition, construction, equipping and installation of roadway improvements, bridges, stormwater management systems and landscape/hardscape improvements and other public infrastructure improvements, pursuant to the Act; and

WHEREAS, the District duly adopted Resolution No. 2006-16 on October 21, 2005 (the "Initial Resolution"), authorizing, among other things, the issuance in one or more series of not to exceed \$252,270,000 aggregate principal amount of its Special Assessment Bonds and appointed SunTrust Bank (succeeded in trust by U.S. Bank National Association and U.S. Bank Trust Company, National Association) as Trustee (the "Trustee") under the Master Trust Indenture (the "Master Indenture") by and between the District and the Trustee; and

WHEREAS, this Resolution shall constitute the "Subsequent Resolution" as provided for in Section 9 of the Initial Resolution; and

WHEREAS, the District has determined to issue its Palm Coast Park Community Development District Special Assessment Bonds, Series 2023 (Somerset at Palm Coast Park), in one or more series, (the "Series 2023 Bonds"), for the purpose, among other things, of providing funds for the payment of the Costs of a portion of the Project described in the Engineer's Report as defined in the hereinafter described Fifth Supplemental Trust Indenture (the "Project"); and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2023 Bonds and submitted to the Board of Supervisors of Palm Coast Park Community Development District (the "Board"):

(i) a form of Fifth Supplemental Trust Indenture between the Trustee and the District attached hereto as **Exhibit A** (the "Fifth Supplemental Indenture" and together with the Master Indenture between the District and the Trustee, the "Indenture"); and

(ii) a form of Bond Purchase Agreement with respect to the Series 2023 Bonds between MBS Capital Markets, LLC (the "Underwriter") and the District attached hereto as **Exhibit B** (the "Contract of Purchase"), together with the form of disclosure statements attached to the Contract of Purchase in accordance with Section 218.385, Florida Statutes; and

(iii) the form of Preliminary Limited Offering Memorandum attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum"); and

(iv) a form of Continuing Disclosure Agreement, among the District, KB Home Jacksonville LLC, a Delaware limited liability company, (the "Developer") and the Dissemination Agent, and joined in part by the Trustee, Governmental Management

Services – Central Florida, LLC, as the Disclosure Representative named therein, attached hereto as **Exhibit D**.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Palm Coast Park Community Development District, as follows:

Section 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed to them in the Indenture.

Section 2. Authorization, Designation and Principal Amount of the Series 2023 Bonds. There are hereby authorized and directed to be issued the District's Palm Coast Park Community Development District Special Assessment Bonds, Series 2023 (Somerset at Palm Coast Park), in the aggregate principal amount of not to exceed \$7,000,000 for the purposes, among others, of providing funds for the payment of a portion of the Costs of the Project. The purchase price of the Series 2023 Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2023 Bonds as set forth in the Fifth Supplemental Indenture and the final Limited Offering Memorandum (as defined below).

Section 3. Designation of Attesting Members. The Chairman or the Secretary of the Board, or in the case of the absence of either or the inability to act of either, the Vice Chairman or Assistant Secretaries and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on the Series 2023 Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2023 Bonds and in connection with the application of the proceeds thereof.

Section 4. Details of the Series 2023 Bonds. The District hereby determines that the Series 2023 Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Contract of Purchase and the final Limited Offering Memorandum.

Section 5. Trust Indenture. The District hereby approves and authorizes the execution by the Chairman or any Designated Member and the Secretary and the delivery of the Fifth Supplemental Indenture in substantially the form thereof attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Fifth Supplemental Indenture attached hereto.

Section 6. Appointment of Underwriter; Negotiated Sale. MBS Capital Markets, LLC is hereby appointed the Underwriter of the Series 2023 Bonds. The Series 2023 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2023 Bonds to the Underwriter will best effectuate the purposes of

the Act, is in the best interest of the District and is necessitated by, in general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Series 2023 Bonds and the institutional market for unrated securities such as the Series 2023 Bonds, it is desirable to sell the Series 2023 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters; (ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2023 Bonds, it is in the best interests of the District to sell the Series 2023 Bonds by a negotiated sale; (iii) the Underwriter has participated in structuring the issuance of the Series 2023 Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and (iv) the District will not be adversely affected if the Series 2023 Bonds are not sold pursuant to a competitive sale.

Section 7. Contract of Purchase.

(i) The District hereby approves the form of the Contract of Purchase submitted by the Underwriter and attached as **Exhibit B** hereto, and the sale of the Series 2023 Bonds by the District upon the terms and conditions to be set forth in the Contract of Purchase and in compliance with subparagraph (ii) below are hereby approved. Provided the provisions of subparagraph (ii) have been complied with, the Chairman or a Designated Member are each hereby authorized, acting individually, to execute the Contract of Purchase and to deliver the Contract of Purchase to the Underwriter. The Contract of Purchase shall be in substantially the form of the Contract of Purchase attached hereto as **Exhibit B** with such changes, amendments, modifications, omissions and additions as may be approved by the Chairman or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385 of the Florida Statutes, to be delivered to the District prior to the execution of the Contract of Purchase, a copy of which is attached as an exhibit to the Contract of Purchase will be entered into the official records of the District. Execution by the Chairman or a Designated Member of the Contract of Purchase shall be deemed to be conclusive evidence of approval of such changes;

(ii) Receipt by the Chairman of a written offer to purchase the Series 2023 Bonds by the Underwriter substantially in the form of the Contract of Purchase, said offer to provide for, among other things, (A) the issuance of not exceeding \$7,000,000 initial aggregate principal amount of Series 2023 Bonds at the maximum statutory rate, (B) an underwriting discount (including management fee and all expenses but excluding original issue discount) not in excess of 2% of the par amount of the Series 2023 Bonds, and (C) the maturities of the Series 2023 Bonds not exceeding May 1, 2055.

Section 8. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby authorizes and approves the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form submitted to this meeting and attached hereto as **Exhibit C** in connection with the limited offering for sale of the Series 2023

Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2023 Bonds, and upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2023 Bonds. The final Limited Offering Memorandum shall be substantially in the form as the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Designated Member as necessary to conform to the details of the Series 2023 Bonds, the Contract of Purchase and such other insertions, modifications and changes as may be approved by the Chairman or Designated Member. The execution and delivery of the final Limited Offering Memorandum by the Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the final Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2023 Bonds. The District hereby authorizes the Chairman or a Designated Member to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard. The District hereby authorizes the use of a draft of the Supplemental Assessment Methodology Report in the Preliminary Limited Offering Memorandum.

Section 9. Continuing Disclosure. The District does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairman or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit D** with the Developer. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). Governmental Management Services – Central Florida, LLC is hereby appointed as the initial dissemination agent (the "Dissemination Agent").

Section 10. Application of Bond Proceeds. The proceeds of the Series 2023 Bonds shall be applied to (i) paying a portion of the Costs of the Project, (ii) paying interest becoming due on the Series 2023 Bonds through November 1, 2023, (iii) funding the Series 2023 Debt Service Reserve Account, and (iv) paying the costs of issuance of the Series 2023 Bonds.

Section 11. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairman, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2023 Bonds, any documents required in connection with implementation of a book-entry system of registration, any other agreements with the Developer, and investment agreements relating to the investment of the proceeds of the Series 2023 Bonds and any agreements in connection with maintaining the exclusion of interest on the Series 2023 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly

authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chairman or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2023 Bonds including any required changes to the District engineer's report or its assessment methodology. Execution by the Chairman or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2023 Bonds. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 12. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 13. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 14. Ratification of Initial Resolution. Except to the extent hereby modified, the Initial Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 15. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of Palm Coast Park Community Development District, this 16th day of June, 2023.

**PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary,
Board of Supervisors

Chairman,
Board of Supervisors

EXHIBIT A

FORM OF FIFTH SUPPLEMENTAL TRUST INDENTURE

EXHIBIT B

FORM OF CONTRACT OF PURCHASE

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

SECTION D

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PROPER OFFICIALS TO APPROVE THE FORM OF AND AUTHORIZE THE EXECUTION AND DELIVERY OF (A) THE TRUE-UP AGREEMENT; (B) THE COMPLETION AGREEMENT; (C) THE COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE PROPERTY; (D) DECLARATION OF CONSENT TO JURISDICTION OF PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT AND IMPOSITION OF SPECIAL ASSESSMENTS (SOMERSET AT PALM COAST PHASES 1, 2 & 3); AND (E) AGREEMENT FOR THE ACQUISITION OF CERTAIN WORK PRODUCT, MATERIALS, AND INFRASTRUCTURE; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Palm Coast Park Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Rule 42AAA-1 (the "Rule"), of the Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission, effective September 13, 2005; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its boundaries, and the District has decided to undertake the planning, acquisition, construction, equipping and installation of a roadway improvements, bridges, stormwater management systems and landscape/hardscape improvements and other public infrastructure improvements, pursuant to the Act; and

WHEREAS, the District duly adopted Resolution No. 2006-16 on October 21, 2005 (the "Initial Resolution"), authorizing, among other things, the issuance in one or more series of not to exceed \$252,270,000 aggregate principal amount of its Special Assessment Bonds and appointed SunTrust Bank (succeeded in trust by U.S. Bank National Association) as Trustee (the "Trustee") under the Master Trust Indenture (the "Master Indenture") by and between the District and the Trustee; and

WHEREAS, the District has determined to issue its Palm Coast Park Community Development District Special Assessment Bonds, Series 2023, in one or more series, (the "Series 2023 Bonds"), for the purpose, among other things, of providing funds for the payment of the cost of construction on Somerset at Palm Coast Park Project Phases 1, 2 & 3 (the "Series 2023 Project"); and

WHEREAS, the District will cause to be issued the District's Palm Coast Park Community Development District Special Assessment Bonds, Series 2023 in the principal amount of not to exceed \$7,000,000 for the purposes, among others, of providing funds for the payment of a portion of the costs of the Somerset at Palm Coast Park Project.

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2023 Bonds and submitted to the Board:

- (i) a form of *True-Up Agreement* between the Developer, KB Home Jacksonville, LLC ("Developer") and the District (hereinafter referred to as the "True-Up Agreement") attached hereto as **Exhibit A**; and
- (ii) a form of *Completion Agreement* by and between the Developer and the District (hereinafter referred to as the "Completion Agreement") attached hereto as **Exhibit B**; and
- (iii) a form of *Collateral Assignment and Assumption of Development Rights Relating to the Property* by the Developer in favor of the District (hereinafter referred to as the "Collateral Assignment Agreement") attached hereto as **Exhibit C**; and
- (iv) a form of *Declaration of Consent to Jurisdiction of Palm Coast Park Community Development District and Imposition of Special Assessments (Somerset at Palm Coast Park)* (hereinafter referred to as the "Declaration of Consent") attached hereto as **Exhibit D**; and
- (v) a form of *Agreement for the Acquisition of Certain Work Product, Materials, and Infrastructure* by and between the Developer and the District (hereinafter referred to as the "Acquisition Agreement") attached hereto as **Exhibit E**; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Palm Coast Park Community Development District, as follows:

Section 1. Designation of Attesting Members. The Chairman or the Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the absence of either or the inability to act of either, the Vice Chairman or Assistant Secretaries and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on the agreements or documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2019 Bonds and in connection with the application of same.

Section 2. True-Up Agreement. The District hereby approves the form and authorizes the execution by the Chairman or any Designated Member and the Secretary and the delivery of the True-Up Agreement in substantially the form thereof attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's

approval and the District's approval of any changes therein from the form of True-Up Agreement attached hereto.

Section 3. Completion Agreement. The District hereby approves the form and authorizes the execution by the Chairman or any Designated Member and the Secretary and the delivery of the Completion Agreement in substantially the form thereof attached hereto as **Exhibit B**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Completion Agreement attached hereto.

Section 4. Collateral Assignment Agreement. The District hereby approves the form and authorizes the execution by the Chairman or any Designated Member and the Secretary and the delivery of the Collateral Assignment Agreement in substantially the form thereof attached hereto as **Exhibit C**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Collateral Assignment Agreement attached hereto.

Section 5. Declaration of Consent. The District hereby approves the form and authorizes the execution by the Chairman or any Designated Member and the Secretary and the delivery of the Declaration of Consent in substantially the form thereof attached hereto as **Exhibit D**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Declaration of Consent attached hereto.

Section 6. Acquisition Agreement. The District hereby approves the form and authorizes the execution by the Chairman or any Designated Member and the Secretary and the delivery of the Acquisition Agreement in substantially the form thereof attached hereto as **Exhibit E**, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Acquisition Agreement attached hereto.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 8. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of Palm Coast Park Community Development District, this 16th day of June, 2023.

**PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary,
Board of Supervisors

David Root, Chairman
Board of Supervisors

EXHIBIT A

FORM OF TRUE-UP AGREEMENT

**This instrument prepared by and
return to:**

MICHAEL D. CHIUMENTO, III, ESQ.
Chiumento Law, P.L.L.C.
145 City Place, Suite 301
Palm Coast, Florida 32164

TRUE UP AGREEMENT

This TRUE UP AGREEMENT (the "Agreement") executed on this ____ day of July, 2023 by and between **KB Home Jacksonville LLC**, a Delaware limited liability company (hereinafter the "Developer"), and the **Palm Coast Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (hereinafter the "District").

RECITALS

WHEREAS, the District was established by Rule 42AAA-1 adopted by the Florida Land and Water Adjudicatory Commission effective September 13, 2005 (the "Rule") for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including on-site and off-site roadways, transportation and roadway improvements, traffic signalization and other improvements as authorized by Chapter 190, Florida Statutes, and the Rule; and

WHEREAS, the Developer is the owner and/or developer of certain lands attached hereto as Exhibit A (the "Property") in the City of Palm Coast, Florida, and located within the boundaries of the District; and

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

WHEREAS, the District is issuing its \$6,000,000 of Special Assessment Bonds, Series 2023 (Somerset at Palm Coast Park) (the "Series 2023 Bonds") to finance the design, construction or acquisition of certain improvements necessitated by development within the Property; and

WHEREAS, the improvements to be constructed with the proceeds of the Series 2023 Bonds include infrastructure as set forth in the Supplemental Engineer's Report to the 2006 Master Engineer's Report for Palm Coast Park Community Development District Somerset at Palm Coast Park Project Phases 1, 2 & 3 dated August 9, 2022, approved by the District at the August 19, 2022 Board Meeting (the "2023 Project"); and

WHEREAS, the District has taken certain steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, Florida Statutes as security for the Series 2023 Bonds; and

WHEREAS, the District's special assessments securing the Series 2023 Bonds were imposed on those benefitted lands within the District (the "Series 2023 Assessments"); and

WHEREAS, as of the date of this Agreement, the Developer owns and has begun developing the Property; and

WHEREAS, Developer agrees that lands within the Property benefit from the timely design, construction or acquisition of the 2023 Project; and

WHEREAS, Developer agrees that the Series 2023 Assessments have been validly imposed and constitute valid, legal and binding liens upon the Property; and

WHEREAS, Developer waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Series 2023 Assessments within 30 days after completion of the 2023 Project; and

WHEREAS, the Master Assessment Methodology for Somerset At Palm Coast Park Project Phases 1, 2 & 3 (Somerset Assessment Area), dated August 19, 2022 (the "Assessment Report"), provides that as the lands within the Property are platted or site plans approved, the allocation of the amounts assessed to and constituting a lien upon the lands within the Property would be calculated based upon certain density assumptions relating to the number of units and lot sizes to be constructed on the developable acres, which assumptions were provided by Developer; and

WHEREAS, the Assessment Report anticipates a mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, those certain assessments allocated and the lien imposed, the amount of such payments being determined generally by a comparison of the acreage, number of units and lot sizes actually platted or having site plan approval within the Property and the amount of remaining debt resulting on the remaining developable lands within the Property as described in the Assessment Report (which payments shall collectively be referenced as the "True Up Payment"); and

WHEREAS, Developer and the District desire to enter into an agreement to confirm Developer's intentions and obligations to make the True Up Payment when due.

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

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

SECTION 2. **VALIDITY OF ASSESSMENTS.** Developer agrees that Resolution No. 2023-____ has been duly adopted by the District. Developer further agrees that the Series 2023 Assessments are a legal, valid and binding lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal and school board taxes. Developer hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2023 Assessments validly established.

SECTION 3. **SPECIAL ASSESSMENT REALLOCATION.**

A. **Assumptions as to Series 2023 Assessments.** As of the date of the execution of this Agreement, Developer has informed the District that Developer plans to construct or provide for the construction of lot sizes identified in the Assessment Report.

B. **Process for Reallocation of Assessments.** As property is platted or final use becomes known, the District will allocate the debt to the property according to the methodology used in the Assessment Report.

In addition, the District will perform a test to determine that there is not a buildup of debt on the balance of un-platted land within the Property consistent with the Assessment Report.

This amount divided by the total acreage of 134.98 equals about \$44,454.33 per acre of initial debt. At the time a parcel of land is allocated its appropriate share of the debt per the methodology, the debt per remaining acre of un-platted land is also calculated. If the debt per remaining acre is equal to or less than \$44,454.33 then no further action is required. But if the resulting debt is higher than \$44,454.33 per acre the developer will be required to make a True Up Payment to the District. The amount required is calculated to be the amount sufficient to bring the debt per acre back to \$44,454.33 per acre.

To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the Property, the District will determine the amount of anticipated assessment revenue that remains on the un-platted land, taking into account the full development plan of the Property. If the total anticipated assessment revenue to be generated from the assigned and unassigned properties is greater than or equal to the maximum annual debt service for the Series 2023 Bonds, then no True Up Payment is required. If the revenue generated is less than the required amount, then a True Up Payment by the Developer in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

C. **Strict Application.** If the strict application of the true-up methodology to any assessment reallocation for the District pursuant to this paragraph would result in assessments collected in excess of the District's total debt service obligation, the District agrees to take appropriate action

by resolution to equitably reallocate the assessments. Further, upon the District's approval of the final plat or site plan for the Property, any unallocated Series 2023 Assessments shall become due and payable and must be paid prior to the District's approval of such plat.

SECTION 4. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligation to abide by the requirements of the reallocation of the Series 2023 Assessments, including the making of the True Up Payment. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 5. **RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. **NOTICE.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

- (a) If to Developer: KB Home Jacksonville LLC
10475 Fortune Pkwy Ste 100
Jacksonville, FL 32256
Attn: Lisa Bianchi, Esq.
- (b) If to District: Palm Coast Park Community Development District
c/o Governmental Management Services – Central
Florida, LLC.
219 East Livingston Street
Orlando, FL 32801
Attn: George S. Flint, District Manager
Tel: (407) 841-5524
- With a copy to: Chiumento Law P.L.L.C.
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Michael D. Chiumento III, Esq.
Tel: (386) 445-8900

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier.

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

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. **ASSIGNMENT.** No party may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party which consent shall not be unreasonably withheld.

SECTION 8. **AMENDMENT.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

SECTION 9. **TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party.

SECTION 10. **NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 11. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 12. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim

which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the State Circuit Court, in and for Flagler County, Florida.

SECTION 14. **PUBLIC RECORDS.** As a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, all documents of any kind, whether made or received by the District or provided to the District in connection with this Agreement may be public records subject to public disclosure in accordance with Florida law.

SECTION 15. **EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 16. **EFFECTIVE DATE.** This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[signatures intentionally omitted to next page]

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

PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

By: _____

David Root, Its Chairman

Date: July____, 2023

, Secretary

STATE OF FLORIDA
COUNTY OF FLAGLER

I hereby certify that on this day, before me, by means of ____ physical presence or ____ online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally David Root, as Chairman of the Board of Supervisors of PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT, to me known to be the person described in and who executed the foregoing instrument and acknowledged before that he executed the same for the purpose therein expressed.

WITNESS my and official seal in the County and State aforesaid this ____ day of July, 2023.

Notary Public

Printed Name:

My Commission Expires:

KB Home Jacksonville LLC

By: _____
Todd Holder, Its Division President

ATTEST:

Date: July_____, 2023

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me, by means of ____ physical presence or ____ online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally Todd Holder, as Division President of KB Home Jacksonville LLC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before that he executed the same for the purpose therein expressed.

WITNESS my and official seal in the County and State aforesaid this ____ day of July, 2023.

Notary Public
Printed Name:
My Commission Expires:

Exhibit A

Tract 15

A parcel of land lying West of U.S. Highway No. 1 (State Road 5) in Government Section 33, Township 10 South, Range 30 East and in Government Section 4, Township 11 South, Range 30 East, being a portion of Parcel 901, recorded in Official Records Book 792, Page 1902, of the Public Records of and lying within Flagler County, Florida, being more particularly described as follows:

A point of reference being the Northeast corner of Section 4, Township 11 South, Range 30 East, thence South $89^{\circ}24'09''$ West along the North line of Section 4 a distance of 1650.24 feet to a point on the Westerly Right of Way line of U.S. Highway No. 1 (State Road 5) said point being the **POINT OF BEGINNING** of this description; thence South $89^{\circ}24'09''$ West along the North line of Section 4 a distance of 51.42 feet, thence departing said North line of Section 4 run South $14^{\circ}05'29''$ East along the Westerly Right of Way line of U.S. Highway No. 1 a distance of 1857.38 feet to a point of curvature; thence South 884.87 feet along the arc of a curve to the left (concave Easterly), having a central angle of $08^{\circ}41'49''$, a radius of 5829.65 feet, a chord bearing of South $18^{\circ}26'24''$ East and a chord distance off 884.02 feet to a point of tangency, thence South $22^{\circ}47'18''$ East a distance of 243.36 feet, thence departing U.S. Highway No. 1, run North $73^{\circ}52'06''$ West a distance of 1039.50 feet, thence South $50^{\circ}52'58''$ West a distance of 705.57 feet, thence North $14^{\circ}58'28''$ West a distance of 1502.07 feet, thence South $53^{\circ}13'41''$ West a distance of 610.00 feet, thence North $18^{\circ}44'48''$ West a distance off 404.69 feet to the Southeast corner of parcel 800-7, recorded in Official Records Book 586, Page 1513, and Official Records Book 553, Page 1539, of the Public Records of Flagler County, Florida, thence North 09 degrees 09 minutes 56 seconds West along the Easterly line of Parcel 800-7 a distance of 1714.13 feet, thence departing Parcel 800-7 run North $81^{\circ}38'25''$ East a distance of 1040.20 feet, thence North $16^{\circ}27'03''$ East a distance of 335.80 feet, thence North $08^{\circ}21'44''$ West a distance of 1205.13 feet, thence North $85^{\circ}14'11''$ East a distance of 421.01 feet, thence South $11^{\circ}33'36''$ East a distance of 235.55 feet, thence South $62^{\circ}31'54''$ East a distance of 299.79 feet to a point on the Westerly Right of Way line of U.S. Highway 1, thence South $14^{\circ}05'29''$ East along the Westerly Right of Way

line of U.S. Highway No. 1 a distance of 1517.17 feet to the **POINT OF BEGINNING**.

and

Tract 17

A parcel of land lying West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Parcel 901 recorded in Official Records Book 792, Pages 1902 through 1917, of the Public Records of and lying with Flagler County, Florida, being particularly described as follows:

A point of reference being the Southwest corner of Section 33, Township 10 South, Range 30 East, thence North $89^{\circ}02'28''$ East along the South line of Section 33 a distance of 692.72 feet to a point of the Easterly boundary line of the Florida East Coast Railway Company's Railroad Right of Way (150 feet R/W), thence continue North $89^{\circ}02'28''$ East along the South line of Section 33 a distance of 871.33 feet, thence departing said South line of Section 33 run North $09^{\circ}09'56''$ West a distance of 170.12 feet to the **POINT OF BEGINNING** of the description, thence North $09^{\circ}09'56''$ West along the Easterly boundary of Parcel 800-7 recorded in Official Records Book 586, Page 1513, of the Public Records of Flagler County, Florida, a distance of 3503.79 feet to the Northeast corner off Parcel 800.7, thence North $86^{\circ}20'16''$ West a distance of 884.48 feet to a point on the Easterly boundary line of the Florida East Coast Railway Company's Railroad Right of Way, (150 feet R/W) thence North $09^{\circ}09'56''$ West along said Right of Way line a distance of 51.28 feet, thence departing said Right of Way South $86^{\circ}20'16''$ East along the Southerly boundary line of lands recorded in Official Records Book 1311, Page 256 and City of Palm Coast Lands recorded in Official Records Book 1311, Page 307, of the Public Records of Flagler County, Florida, a distance of 1327.13 feet, thence North $03^{\circ}39'44''$ East along the East line of said city lands a distance of 748.33, thence departing said city land run South $86^{\circ}20'16''$ East a distance of 322.65 feet, thence North $02^{\circ}40'13''$ West a distance of 141.34 feet, thence North $89^{\circ}08'52''$ East a distance of 631.84 feet to a point on the Westerly Right of Way line of U.S. Highway No. 1, thence South $14^{\circ}05'29''$ East along said Right of Way a distance of 9.84 feet, thence North $89^{\circ}01'24''$ East a distance of 51.34 feet, thence South $14^{\circ}05'29''$ East along said Westerly Right of Way line of U.S. Highway No. 1 a distance of 3111.64 feet, thence departing

U.S. Highway No. 1 run North 62°31'54" West a distance of 299.79 feet, thence North 11°33'36" West a distance of 235.55 feet, thence South 85°14'11" West a distance of 421.04 feet, thence South 08°21'44" East a distance of 1205.13 feet, thence South 16°27'03" West a distance of 335.80 feet, thence South 81°38'25" West a distance of 1040.20 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT a parcel of land located West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Tract 17, per Official Records Book 2408, Pages 777-783 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the Southwest corner of Government Section 33, Township 10 South, Range 30 East;; thence North 89°02'28" East along the South line of Section 33 for a distance of 1564.05 feet to the Southeasterly extension of the Westerly line of said Tract 17; thence departing said Section line, North 09°09'56" West along said extension and said Westerly line for a distance of 3632.89 feet to the **POINT OF BEGINNING** of this description; thence continue North 09°09'56" West along said Westerly line for a distance of 41.02 feet; thence following along the boundary lines of said Tract 17 the following 10 courses: 1) thence North 86°20'16" West for a distance of 8844.48 feet to the Easterly line of the Florida East Coast Railway Company's Right-of-Way; 2) thence North 09°09'56" West along said Easterly Right-of-Way line for a distance of 51.28 feet; 3) thence departing said Railroad Right-of-Way South 86°20'16" East along the southerly line of lands per Official Records Book 1311, Page 256 and City of Palm Coast lands per Official Records Book 1311, Page 307 of the Public Records of Flagler County, Florida, for a distance of 1327.13 feet; 4) thence North 03°39'44" East along the Easterly line of said City lands for a distance of 748.33 feet; 5) thence departing said Easterly line South 86°20'16" East for a distance of 322.65 feet; 6) thence North 02°40'13" West for a distance of 141.34 feet; 7) thence North 89°08'52" East for a distance of 631.84 feet to the Westerly Right-of-Way line of said U.S. Highway No. 1; 8) thence along said Westerly Right-of-Way South 14°05'29" East for a distance of 9.84 feet; 9) thence North 89°01'24" East for a distance of 51.34 feet; 10) thence South 14°05'29" East for a distance of 613.10 feet; thence departing said Right-of-Way line and said

Tract 17 boundary South 78°54'02" West for a distance of 446.14 feet; thence South 06°55'26" East for a distance of 250.00 feet to the Northerly line of Peavy Grade (an 80-foot wide access easement per Official Records Book 792, Page 1932 of the Public Records of Flagler County, Florida)' thence along the Northerly line(s) of said easement the following two (2) courses; 1) thence South 86°20'16" East for a distance of 382.50 feet; 2) thence North 75°54'30" East for a distance of 112.44 feet to the said Westerly Right-of-Way line of U.S. Highway No. 1; thence departing the Northerly Peavy Grade line, South 14°05'29" East along said Westerly Right-of-Way line for a distance of 120.00 feet to the Southerly line of said Peavy Grade; thence departing said Westerly Right-of-Way line North 86°20'16" West along the Southerly line of said Peavy Grade for a distance of 1740.92 feet to the aforementioned **POINT OF BEGINNING** of this description.

AND LESS AND EXCEPT a parcel of land located West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Tract 17, per Official Records Book 2408, Pages 777-783 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the Southwest corner of Government Section 33, Township 10 South, Range 30 East; thence North 89°02'28" East along the South line of Section 33 for a distance of 1564.05 feet to the Southeasterly extension of the Westerly line of said Tract 17; thence departing said Section line, North 09°09'56" West along said extension for a distance of 170.12 feet; thence continue North 09°09'56" West for a distance of 304.83 feet to the **POINT OF BEGINNING** of this description; thence continue North 09°09'56" West along said Westerly line for a distance of 3157.94 feet to the Southerly line of Peavy Grade (an 80-foot wide access easement per Official Records Book 792, Page 1932 of the Public Records of Flagler County, Florida); thence departing said Westerly line South 86°20'16" East along said Southerly line for a distance of 1363.58 feet; thence departing said Southerly line South 14°05'29" East for a distance of 415.6 feet; thence North 75°54'31" East for a distance of 359.37 feet to the Westerly Right-of-Way line of U.S. Highway No. 1; thence along said Right-of-Way line South 14°05'29" East for a distance of 1737.15 feet to the Southerly line of said Tract 17; thence departing said Right-of-

Way line along the Southerly boundary lines of said Tract 17 the following courses; thence North $62^{\circ}31'54''$ West for a distance of 299.79 feet; thence North $11^{\circ}33'36''$ West for a distance of 235.55 feet; thence South $85^{\circ}14'11''$ West for a distance of 421.04 feet; thence South $08^{\circ}21'44''$ East for a distance of 1205.13 feet; thence departing said Southerly lines South $81^{\circ}38'25''$ West for a distance of 1185.40 feet to the aforementioned **POINT OF BEGINNING** of this description.

AND ALSO EXCEPT

A part of Section 4, Township 11 South Range 30 East, lying West of US Highway no. 1 and being part of Parcel 901, as recorded in Official Records Book 0792, Page 1902 and Official Records Book 0792, Page 1918, being more particularly described as follows:

Commence at the Northeast corner of said Section 4, thence South $59^{\circ}24'09''$ West along the North line of said Section 4 a distance of 1650.24 feet to a point on the North line of US Highway no. 1, a variable width right of way; thence South $59^{\circ}24'09''$ West along said North right of way and continuing along said North Section line, a distance of 51.42 feet to a point on the Westerly right of way of US Highway no. 1; thence departing said North section line and along said Westerly right of way South $14^{\circ}05'29''$ East a distance of 1857.38 feet to the point of curvature of a curve concave Easterly, having a central angle of $02^{\circ}58'06''$, a radius of 5829.65 feet, being subtended with a chord bearing of South $15^{\circ}34'32''$ E and a chord distance of 301.98 feet; thence Southerly along said right of way and along said curve to the left for an arc length of 302.01 feet to the **POINT OF BEGINNING**, said point being on a curve concave Easterly having a central angle of $05^{\circ}43'43''$, a radius of 5829.65 feet, being subtended with a chord bearing of South $19^{\circ}55'27''$ East and a chord distance of 582.62 feet; thence Southerly along said curve to the left and along said right of way for an arc length of 582.86 feet, to the point of tangency thereof; thence South $22^{\circ}47'18''$ East continuing along said right of way a distance of 243.36 feet; thence departing said right of way North $73^{\circ}52'06''$ West a distance of 1039.50 feet; thence South $50^{\circ}52'58''$ West a distance of 705.57 feet; thence North $14^{\circ}55'28''$ West a distance of 1502.07 feet; thence South $53^{\circ}13'41''$ West a distance of 610.00 feet; thence North $18^{\circ}44'48''$ West a distance of 404.69 feet; thence North $57^{\circ}08'17''$ East a distance of 8.87 feet to the point of curvature of a curve concave Southerly having a central angle of $37^{\circ}34'07''$, a radius of 100.00

feet, being subtended with a chord bearing of North $75^{\circ}55'20''$ East and a chord distance of 64.40 feet; thence easterly along said curve to the right for an arc length of 65.57 feet to the point of tangency thereof; thence South $85^{\circ}17'36''$ East a distance of 54.90 feet to the point of curvature of a curve concave Northwesterly having a central angle of $91^{\circ}31'26''$, a radius of 182.00 feet, being subtended with a chord bearing of North $48^{\circ}56'41''$ East and a chord distance of 260.79 feet; thence Northeasterly along said curve to the left for an arc length of 290.73 feet to the point of reverse curvature of a curve having a central angle of $53^{\circ}57'19''$, a radius of 90.00 feet, being subtended with a chord bearing of North $30^{\circ}09'37''$ East and a chord distance of 81.66 feet; thence Northeasterly along said curve to the right for an arc length of 84.75 feet to the point of tangency thereof; thence North $57^{\circ}08'17''$ East a distance of 176.74 feet to the point of curvature of a curve concave Southwesterly having a central angle of $90^{\circ}00'00''$, a radius of 160.00 feet, being subtended with a chord bearing of South $77^{\circ}51'43''$ East and a chord distance of 226.27 feet; thence Southeasterly along said curve to the right for an arc length of 251.33 feet to the point of tangency thereof; thence South $32^{\circ}51'43''$ East a distance of 244.30 feet to the point of curvature of a curve concave Westerly having a central angle of $25^{\circ}38'49''$, a radius of 160.00 feet, being subtended with a chord bearing of South $20^{\circ}02'19''$ East and a chord distance of 71.02 feet; thence Southerly along said curve to the right for an arc length of 71.62 feet to the point of tangency thereof; thence South $06^{\circ}11'09''$ East a distance of 185.21 feet to the point of curvature of a curve concave Easterly having a central angle of $12^{\circ}19'19''$, a radius of 500.00 feet, being subtended with a chord bearing of South $12^{\circ}20'48''$ East and a chord distance of 107.32 feet; thence Southerly along said curve to the left for an arc length of 107.53 feet to the point of tangency thereof; thence South $18^{\circ}30'28''$ East a distance of 674.54 feet to the point curvature of a curve concave Northerly having a central angle of $137^{\circ}51'04''$, a radius of 140.00 feet, being subtended with a chord bearing of South $87^{\circ}26'00''$ East and a chord distance of 261.27 feet; thence easterly along said curve to the left for an arc length of 336.83 feet to the point of tangency thereof; thence North $23^{\circ}38'28''$ East a distance of 120.07 feet to the point of curvature of a curve concave Southerly having a central angle of $47^{\circ}27'13''$, a radius of 235.00 feet, being subtended with a chord bearing of North $47^{\circ}22'05''$ East and a chord distance of 189.12 feet; thence Northeasterly along said curve to the

right for an arc length of 194.63 feet to the point of tangency thereof; thence North $71^{\circ}05'41''$ East a distance of 262.67 feet to the point of curvature of a curve concave Southerly having a central angle of $47^{\circ}49'14''$, a radius of 210.00 feet, being subtended with a chord bearing of South $84^{\circ}59'42''$ East and a chord distance of 170.23 feet; thence Easterly along said curve to the right for an arc length of 175.27 feet to the point of reverse curvature of a curve concave Northerly having a central angle of $47^{\circ}49'14''$, a radius of 80.00 feet, being subtended with a chord bearing of South $84^{\circ}59'24''$ East and a chord distance of 64.85 feet; thence Easterly along said curve to the left for an arc length of 66.77 feet to the point of tangency thereof; thence North $71^{\circ}05'41''$ East a distance of 193.56 feet to the **POINT OF BEGINNING**.

Said parcel containing 1,240,648 square feet and/or 28.48 acres more or less.

EXHIBIT B

FORM OF COMPLETION AGREEMENT

COMPLETION AGREEMENT

This **COMPLETION AGREEMENT** (the "**Agreement**") executed on this ____ day of July 2023 by and between KB Home Jacksonville, LLC, a Delaware limited liability company (hereinafter the "**Developer**"), and the Palm Coast Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter the "**District**").

RECITALS

WHEREAS, the Developer owns certain lands located in the City of Palm Coast, Florida consisting of approximately 134.98 gross acres (hereinafter the "**Property**");

WHEREAS, on December 7, 2004, the City of Palm Coast (hereinafter the "**City**") approved the Palm Coast Park DRI and issued a Development Order obligating the construction of certain improvements for a mixed-use development commonly known as Palm Coast Park;

WHEREAS, on September 13, 2005, the District was created as a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes and pursuant to duly adopted Rule 42AAA-1 of the Florida Land and Water Adjudicatory Commission (the "**Rule**");

WHEREAS, Palm Coast Park is a mixed-use master planned development (the "**Development**") located entirely in the City of Palm Coast, Flagler County, Florida. Palm Coast Park is located west of the I-95 corridor with Daytona Beach to the south and Jacksonville to the north;

WHEREAS, the Development currently includes the District and the lands within the District consist of 4,719 acres in the Palm Coast Park Development of Regional Impact (DRI), which District Rule was amended in 2008 to remove approximately 59 acres and resulted in the District encompassing 4,719 acres;

WHEREAS, the District previously adopted that certain Master Engineer's Report dated January 17, 2006, and revised on April 20, 2006 ("**Master Engineer's Report**"), which contains a description of the improvements anticipated to be funded, acquired, operated and/or maintained by the District ("**Improvement Plan**"). The District's overall Improvement Plan, as described in the Master Engineer's Report, consisted of Master Infrastructure Improvements and Future Improvements (as such terms are defined in the Master Engineer's Report);

WHEREAS, in 2006, the District issued its Special Assessment Bonds, Series 2006, to finance, fund, plan, establish, acquire, and/or construct the Master Infrastructure Improvements, benefiting all lands within the boundaries of District and future bond issuances to fund Future Improvements were expected to be parcel specific;

WHEREAS, the Developer intends to develop approximately 134.98 gross acres within the District's boundaries (the "**Property**"), containing public improvements and the District intends to fund a portion of the improvements comprising the Somerset CIP (hereinafter defined) through the issuance of its Special Assessment Bonds, Series 2023 (Somerset at Palm Coast Park)(the "**2023 Bonds**");

WHEREAS, on August 19th, 2022, the District adopted the Supplemental Engineer's Report to the 2006 Master Engineer's Report for Palm Coast Park Community Development District Somerset at Palm Coast Park Project Phases 1, 2 & 3 dated August 9, 2022 (hereinafter the "**2022 Engineer's Report**") which includes an estimate of the cost for the construction of infrastructure within the Property (the "**Somerset CIP**" and the components being financed with the 2023 Bonds, hereinafter the "**2023 Project**"); and

WHEREAS, in order to ensure that the Somerset CIP is completed and funding is available in a timely manner to provide for its completion, the Developer and the District hereby agree that the District will be obligated to issue no more than \$6,000,000 in 2023 Bonds to fund the 2023 Project and the Developer will make provision for any additional funds that may be needed in the future for the completion of the Somerset CIP over and above that amount including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

2. **COMPLETION OF SOMERSET CIP.** The Developer and District agree and acknowledge that the 2023 Bonds may provide only a portion of the funds necessary to complete the Somerset CIP. In the event that the cost of the Somerset CIP is such that the construction funds available from the 2023 Bond proceeds are insufficient to complete the Somerset CIP, which determination shall be in the reasonable discretion of the District consistent with the 2022 Engineer's Report, the Developer hereby agrees to complete or cause to be completed those portions of the Somerset CIP which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the "**Remaining Somerset CIP**") whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Developer to the District, or future contracts. Nothing herein shall cause or be construed to require the District to (i) complete the construction of the Somerset CIP or (ii) issue additional bonds or indebtedness to provide funds for any portion of the Remaining Somerset CIP. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District

has elected to provide any and all portions of the Remaining Somerset CIP not funded by the 2023 Bonds or other indebtedness.

When any portion of the Remaining Somerset CIP is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, the Remaining Somerset CIP, subject to a formal determination by the District that the option selected by the Developer will not adversely impact the District, and is in the District's best interests. Nothing herein shall prevent the District and Developer from agreeing to amend the Acquisition Agreement dated July ____, 2023 to include all or any portion of the Remaining Somerset CIP.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Somerset CIP may change from that described in the 2022 Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Somerset CIP shall be made by a written amendment to the 2022 Engineer's Report, which shall include an estimate of the cost of the changes.

(b) The District and Developer agree and acknowledge that for any and all portions of the Remaining Somerset CIP which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the 2022 Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Developer and the District as approved by the District's engineer.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon (a) the issuance of \$6,000,000 par amount of 2023 Bonds and use of the proceeds thereof to fund all or a portion of the Somerset CIP, and (b) to the extent the District enters into a construction contract for any portion of the Somerset CIP, the scope, configuration, size and/or composition of those Somerset CIP not materially changing without the consent of the Developer. Such consent is not necessary, and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the Somerset CIP are materially changed in response to a requirement imposed by a regulatory agency upon notice and coordination with the Developer.

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

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

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

7. **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 Developer: KB Home Jacksonville LLC
10475 Fortune Pkwy Ste 100
Jacksonville, FL 32256
Attn: Lisa Bianchi, Esq.
- (b) If to District: Palm Coast Park CDD
c/o Governmental Management Services – Central
Florida, LLC
219 East Livingston Street
Orlando, FL 32801
Attn: George S. Flint, District Manager
Tel: (407) 841-5524
- With a copy to: Chiumento Law P.L.L.C.
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Michael D. Chiumento III, Esq.
Tel: (386) 445-8900

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the

place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

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

11. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in the State Circuit Court, in and for Flagler County Florida.

12. EFFECTIVENESS. This Agreement shall be effective after execution by the District and the Developer.

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

14. 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.

15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

[signatures intentionally omitted to next page]

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

PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Date: July __, 2023

ATTEST:

KB HOME JACKSONVILLE LLC

By: _____

Todd Holder, Division President

ATTEST:

Date: July ____, 2023

EXHIBIT C

**FORM OF COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT
RIGHTS RELATING TO THE PROPERTY**

**This instrument prepared by and
return to:**

MICHAEL D. CHIUMENTO, III, ESQ.
Chiumento Law, P.L.L.C.
145 City Place, Suite 301
Palm Coast, Florida 32164

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS
RELATING TO THE PROPERTY**

This COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE PROPERTY (herein, the "**Assignment**") is made this ____ day of July, 2023, by KB HOME JACKSONVILLE, LLC, a Delaware limited liability company (the "**Landowner**") in favor of the PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, and located in Flagler County, Florida (together with its successors and assigns, the "**District**").

RECITALS

WHEREAS, the District proposes to issue its Special Assessment Bonds, Series 2023 (Somerset at Palm Coast Park) (the "**2023 Bonds**") to purchase and/or construct certain public infrastructure which will provide special benefit to certain lands including but not limited to the real property described on Exhibit A (the "**Property**") in the development commonly referred to as Palm Coast Park (the "**Development**"), which is located within the geographical boundaries of the District;

WHEREAS, the security for the repayment of the 2023 Bonds is the special assessments levied against the Property ("**2023 Bond Assessments**");

WHEREAS, the Landowner is currently the owner of the Property;

WHEREAS, the District or the Landowner, on behalf of the District, plans to make improvements and to develop the Property with proceeds of the 2023 Bonds;

WHEREAS, on August 19, 2022, the District adopted the Supplemental Engineer's Report to the 2006 Master Engineer's Report for Palm Coast Park Community Development District Somerset at Palm Coast Park Project Phases 1, 2 & 3 dated August 9, 2022 (hereinafter the "**2022 Engineer Report**") which includes an estimate of the cost to purchase the completed public improvements within the Property (hereinafter the "**2023 Project**");

WHEREAS, the purchasers of the 2023 Bonds anticipate that the Property will be developed in accordance with the 2022 Engineer's Report (which is on file in the District's office), and developed lots sold to homebuilders and/or end-users ("**Development Completion**");

WHEREAS, the failure to achieve Development Completion may increase the likelihood that the purchasers of the 2023 Bonds will not receive the full benefit of their investment in the 2023 Bonds; and

WHEREAS, during the period in which the Property is being developed and has yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the 2023 Bond Assessments;

WHEREAS, in the event of default in the payment of the 2023 Bond Assessments, the District has certain remedies – namely, if the 2023 Bond Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the 2023 Bond Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the 2023 Bond Assessments is the sale of tax-certificates (collectively, “**Remedial Rights**”); and

WHEREAS, the Landowner and the District have entered into certain other agreements concurrently herewith with respect to the 2023 Bonds (such agreements being referred to collectively as the “**Bond Documents**”);

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined in Section 2 below), to complete development of the Property to the extent that such Development Rights have not been previously assigned, transferred, or otherwise conveyed to: (1) a retail homebuyer in the ordinary course of business; (2) the City of Palm Coast, Florida; (3) the District; (4) any applicable property owner’s association; or (5) any other governmental entity or association as may be required by applicable permits, government approvals, plats, entitlements, or regulations associated with the development of the Property or affecting the Property (each a “**Partial Transfer**”); and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Property that is not a Partial Transfer, the successors-in-interest to the real property so conveyed by Landowner shall be subject to this Assignment, which shall be recorded in the Official Records of Flagler County, Florida.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Landowner and District agree as follows:

1. **Incorporation of Recitals and Exhibit**. The recitals set forth above and Exhibit A attached hereto are incorporated herein, as if restated in their entirety.

2. **Collateral Assignment**. Landowner hereby collaterally assigns to District, to the extent assignable and to the extent that they are owned or controlled by Landowner upon execution of this Agreement or acquired in the future, all of Landowner's development rights and contract rights relating to the Property and to the extent assigned pursuant to this Section 2 (herein the “**Development Rights**”) as security for Landowner's payment and performance of all of its obligations arising under the Bond Documents. This Assignment is made on an exclusive basis to the extent that the Development Rights pertain solely to the Property or to the development of the

Property, except as otherwise set forth in this Agreement. The Development Rights shall include, but shall not be limited to, all of the following to the extent that they pertain to the Property, but shall specifically exclude any such portion of the Development Rights which relate solely to any portion of the Property which has been conveyed or dedicated or is in the future conveyed or dedicated as a Partial Transfer:

(a) Zoning approvals, density approvals and entitlements, concurrency capacity certificates and development agreement rights.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings and other improvements to the lands in the Property (other than house, multi-family building and commercial building plans).

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Property and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the development of the Property.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Property or the construction of improvements thereon.

(g) Contracts and agreements with private utility providers to provide utility services to the lands within the Property.

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

(i) Any declaration of covenants of a homeowner's association governing the Property, as recorded in the Official Records of Flagler County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "developer" or "declarant" thereunder.

This Assignment is not intended to impair or interfere with the development of the Property or the Development, including, without limitation, Landowner's contracts with potential future homebuilders or homeowner's, and shall only be inchoate until becoming an effective and absolute assignment and assumption of the Development Rights upon an Event of Default (defined hereinafter) and the District's exercise of its Remedial Rights on account thereof; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the provisions of this Assignment.

3. **Warranties by Landowner.** Landowner represents and warrants to District that:

(a) Subject to the sales contracts, Landowner has made no assignment of the Development Rights to any person other than District.

(b) During the Term (as defined in Section 8 below) of this Agreement, any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment, except to the extent of a Partial Transfer.

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

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

4. **Covenants.** Landowner covenants with District that during the Term:

(a) Landowner will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Landowner relating to the Development Rights; and (ii) give notice to District of any claim of default relating to the Development Rights received or given by Landowner, together with a complete copy of any such claim.

(b) If and when this Assignment becomes absolute, the Development Rights will include all of Landowner's right to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; unless such modification, termination, waiver or release affects any of the Development Rights which pertain to lands outside of the Property and/or not relating to development of the Property, or solely to any portion of the lands or the Property that were subject to a Partial Transfer.

(c) Landowner agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development Rights, none of which actions or rights shall be limited by this Assignment except to the extent and as set forth in this Assignment.

5. **Event(s) of Default.** A breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days and may be longer if District, in its reasonable discretion, agrees to a longer cure period), constitute an Event of Default under this Assignment.

6. **Remedies Upon Event of Default.** Upon an Event of Default, or upon the District's exercise of any of its Remedial Rights and the transfer of title to lands within the Property owned by Landowner pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to the District (or its designee) or the acquisition of title to such property through the sale of tax certificates, the District may, as

the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of Landowner relating to the Development Rights and exercise any and all rights of Landowner therein as fully as Landowner could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third-party acquiring title to the property so acquired or any portion thereof on the District or bondholders' behalf.

7. **Authorization**. Upon the occurrence and during the continuation of an Event of Default, Landowner does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Landowner, but not a release of Landowner from any remaining obligations under this Agreement.

8. **Term and Termination**. In the event that this Assignment does not become an effective and absolute assignment and assumption of the Development Rights, this Assignment will automatically terminate upon the earliest to occur of the following ("**Term**"): (a) payment of the 2023 Bond Assessments in full; (b) Development Completion; or (c) upon occurrence of a Partial Transfer, but only to the extent that such Development Rights pertain solely to the Partial Transfer.

9. **Third Party Beneficiaries**. The Trustee for the 2023 Bonds, on behalf of the bondholders thereof, shall be a direct third-party beneficiary of the terms and conditions of this Assignment but only entitled to cause the District to enforce the Landowner's obligations hereunder. Except as set forth above, this Assignment is solely for the benefit of the parties to this Assignment, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

10. **Amendment**. This Assignment may be modified in writing only by the mutual agreement of all parties hereto and the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning a majority of the aggregate principal amount of the 2023 Bonds then outstanding.

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

12. **Public Records.** As a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, all documents of any kind, whether made or received by the District or provided to the District in connection with this Agreement may be public records subject to public disclosure in accordance with Florida Law.

[Signatures on following pages.]

IN WITNESS WHEREOF, Landowner and District have caused this Assignment to be executed and delivered on the day and year first written above.

PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

By: _____

David Root, Its Chairman

Date: July ____, 2023

, Secretary

STATE OF FLORIDA

COUNTY OF FLAGLER

I hereby certify that on this day, before me, by means of ____ physical presence or ____ online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally David Root, as Chairman of the Board of Supervisors of PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT, to me known to be the person described in and who executed the foregoing instrument and acknowledged before that he executed the same for the purpose therein expressed.

WITNESS my and official seal in the County and State aforesaid this ____ day of July, 2023.

Notary Public

Printed Name:

My Commission Expires:

KB Home Jacksonville LLC

By: _____

ATTEST:

Todd Holder, its Division President

Date: July ____, 2023

STATE OF _____

COUNTY OF _____

I hereby certify that on this day, before me, by means of ____ physical presence or ____ online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally Todd Holder, as Division President of KB Home Jacksonville LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before that he executed the same for the purpose therein expressed.

WITNESS my and official seal in the County and State aforesaid this ____ day of July, 2023.

Notary Public

Printed Name:

My Commission Expires:

EXHIBIT A

Tract 15

A parcel of land lying West of U.S. Highway No. 1 (State Road 5) in Government Section 33, Township 10 South, Range 30 East and in Government Section 4, Township 11 South, Range 30 East, being a portion of Parcel 901, recorded in Official Records Book 792, Page 1902, of the Public Records of and lying within Flagler County, Florida, being more particularly described as follows:

A point of reference being the Northeast corner of Section 4, Township 11 South, Range 30 East, thence South $89^{\circ}24'09''$ West along the North line of Section 4 a distance of 1650.24 feet to a point on the Westerly Right of Way line of U.S. Highway No. 1 (State Road 5) said point being the **POINT OF BEGINNING** of this description; thence South $89^{\circ}24'09''$ West along the North line of Section 4 a distance of 51.42 feet, thence departing said North line of Section 4 run South $14^{\circ}05'29''$ East along the Westerly Right of Way line of U.S. Highway No. 1 a distance of 1857.38 feet to a point of curvature; thence South 884.87 feet along the arc of a curve to the left (concave Easterly), having a central angle of $08^{\circ}41'49''$, a radius of 5829.65 feet, a chord bearing of South $18^{\circ}26'24''$ East and a chord distance off 884.02 feet to a point of tangency, thence South $22^{\circ}47'18''$ East a distance of 243.36 feet, thence departing U.S. Highway No. 1, run North $73^{\circ}52'06''$ West a distance of 1039.50 feet, thence South $50^{\circ}52'58''$ West a distance of 705.57 feet, thence North $14^{\circ}58'28''$ West a distance of 1502.07 feet, thence South $53^{\circ}13'41''$ West a distance of 610.00 feet, thence North $18^{\circ}44'48''$ West a distance off 404.69 feet to the Southeast corner of parcel 800-7, recorded in Official Records Book 586, Page 1513, and Official Records Book 553, Page 1539, of the Public Records of Flagler County, Florida, thence North 09 degrees 09 minutes 56 seconds West along the Easterly line of Parcel 800-7 a distance of 1714.13 feet, thence departing Parcel 800-7 run North $81^{\circ}38'25''$ East a distance of 1040.20 feet, thence North $16^{\circ}27'03''$ East a distance of 335.80 feet, thence North $08^{\circ}21'44''$ West a distance of 1205.13 feet, thence North $85^{\circ}14'11''$ East a distance of 421.01 feet, thence South $11^{\circ}33'36''$ East a distance of 235.55 feet, thence South $62^{\circ}31'54''$ East a distance of 299.79 feet to a point on the Westerly Right of Way line of U.S. Highway 1, thence South $14^{\circ}05'29''$ East along the Westerly Right of Way line of U.S. Highway No. 1 a distance of 1517.17 feet to the **POINT OF BEGINNING**.

and

Tract 17

A parcel of land lying West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Parcel 901 recorded in Official Records Book 792, Pages 1902 through 1917, of the Public Records of and lying with Flagler County, Florida, being particularly described as follows:

A point of reference being the Southwest corner of Section 33, Township 10 South, Range 30 East, thence North $89^{\circ}02'28''$ East along the South line of Section 33 a distance of 692.72 feet to a point of the Easterly boundary line of the Florida East Coast Railway Company's Railroad Right of Way (150 feet R/W), thence continue North $89^{\circ}02'28''$ East along the South line of Section 33 a distance of 871.33 feet, thence departing said South line of Section 33 run North $09^{\circ}09'56''$ West a distance

of 170.12 feet to the **POINT OF BEGINNING** of the description, thence North 09°09'56" West along the Easterly boundary of Parcel 800-7 recorded in Official Records Book 586, Page 1513, of the Public Records of Flagler County, Florida, a distance of 3503.79 feet to the Northeast corner off Parcel 800.7, thence North 86°20'16" West a distance of 884.48 feet to a point on the Easterly boundary line of the Florida East Coast Railway Company's Railroad Right of Way, (150 feet R/W) thence North 09°09'56" West along said Right of Way line a distance of 51.28 feet, thence departing said Right of Way South 86°20'16" East along the Southerly boundary line of lands recorded in Official Records Book 1311, Page 256 and City of Palm Coast Lands recorded in Official Records Book 1311, Page 307, of the Public Records of Flagler County, Florida, a distance of 1327.13 feet, thence North 03°39'44" East along the East line of said city lands a distance of 748.33, thence departing said city land run South 86°20'16" East a distance of 322.65 feet, thence North 02°40'13" West a distance of 141.34 feet, thence North 89°08'52" East a distance of 631.84 feet to a point on the Westerly Right of Way line of U.S. Highway No. 1, thence South 14°05'29" East along said Right of Way a distance of 9.84 feet, thence North 89°01'24" East a distance of 51.34 feet, thence South 14°05'29" East along said Westerly Right of Way line of U.S. Highway No. 1 a distance of 3111.64 feet, thence departing U.S. Highway No. 1 run North 62°31'54" West a distance of 299.79 feet, thence North 11°33'36" West a distance of 235.55 feet, thence South 85°14'11" West a distance of 421.04 feet, thence South 08°21'44" East a distance of 1205.13 feet, thence South 16°27'03" West a distance of 335.80 feet, thence South 81°38'25" West a distance of 1040.20 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT a parcel of land located West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Tract 17, per Official Records Book 2408, Pages 777-783 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the Southwest corner of Government Section 33, Township 10 South, Range 30 East;; thence North 89°02'28" East along the South line of Section 33 for a distance of 1564.05 feet to the Southeasterly extension of the Westerly line of said Tract 17; thence departing said Section line, North 09°09'56" West along said extension and said Westerly line for a distance of 3632.89 feet to the **POINT OF BEGINNING** of this description; thence continue North 09°09'56" West along said Westerly line for a distance of 41.02 feet; thence following along the boundary lines of said Tract 17 the following 10 courses: 1) thence North 86°20'16" West for a distance of 8844.48 feet to the Easterly line of the Florida East Coast Railway Company's Right-of-Way; 2) thence North 09°09'56" West along said Easterly Right-of-Way line for a distance of 51.28 feet; 3) thence departing said Railroad Right-of-Way South 86°20'16" East along the southerly line of lands per Official Records Book 1311, Page 256 and City of Palm Coast lands per Official Records Book 1311, Page 307 of the Public Records of Flagler County, Florida, for a distance of 1327.13 feet; 4) thence North 03°39'44" East along the Easterly line of said City lands for a distance of 748.33 feet; 5) thence departing said Easterly line South 86°20'16" East for a distance off 322.65 feet; 6) thence North 02°40'13" West for a distance of 141.34 feet; 7) thence North 89°08'52" East for a distance of 631.84 feet to the Westerly Right-of-Way line of said U.S. Highway No. 1; 8) thence along said Westerly Right-of-Way South 14°05'29" East for a distance of 9.84 feet; 9) thence North 89°01'24" East for a distance of 51.34 feet; 10) thence South

14°05'29" East for a distance of 613.10 feet; thence departing said Right-of-Way line and said Tract 17 boundary South 78°54'02" West for a distance of 446.14 feet; thence South 06°55'26" East for a distance of 250.00 feet to the Northerly line of Peavy Grade (an 80-foot wide access easement per Official Records Book 792, Page 1932 of the Public Records of Flagler County, Florida)' thence along the Northerly line(s) of said easement the following two (2) courses; 10 thence South 86°20'16" East for a distance of 382.50 feet; 2) thence North 75°54'30" East for a distance of 112.44 feet to the said Westerly Right-of-Way line of U.S. Highway No. 1; thence departing the Northerly Peavy Grade line, South 14°05'29" East along said Westerly Right-of-Way line for a distance of 120.00 feet to the Southerly line of said Peavy Grade; thence departing said Westerly Right-of-Way line North 86°20'16" West along the Southerly line of said Peavy Grade for a distance of 1740.92 feet to the aforementioned **POINT OF BEGINNING** of this description.

AND LESS AND EXCEPT a parcel of land located West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Tract 17, per Official Records Book 2408, Pages 777-783 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the Southwest corner of Government Section 33, Township 10 South, Range 30 East; thence North 89°02'28" East along the South line of Section 33 for a distance of 1564.05 feet to the Southeasterly extension of the Westerly line of said Tract 17; thence departing said Section line, North 09°09'56" West along said extension for a distance of 170.12 feet; thence continue North 09°09'56" West for a distance of 304.83 feet to the **POINT OF BEGINNING** of this description; thence continue North 09°09'56" West along said Westerly line for a distance of 3157.94 feet to the Southerly line of Peavy Grade (an 80-foot wide access easement per Official Records Book 792, Page 1932 of the Public Records of Flagler County, Florida); thence departing said Westerly line South 86°20'16" East along said Southerly line for a distance of 1363.58 feet; thence departing said Southerly line South 14°05'29" East for a distance of 415.6 feet; thence North 75°54'31" East for a distance of 359.37 feet to the Westerly Right-of-Way line of U.S. Highway No. 1; thence along said Right-of-Way line South 14°05'29" East for a distance of 1737.15 feet to the Southerly line of said Tract 17; thence departing said Right-of-Way line along the Southerly boundary lines of said Tract 17 the following courses; thence North 62°31'54" West for a distance of 299.79 feet; thence North 11°33'36" West for a distance of 235.55 feet; thence South 85°14'11" West for a distance of 421.04 feet; thence South 08°21'44" East for a distance of 1205.13 feet; thence departing said Southerly lines South 81°38'25" West for a distance of 1185.40 feet to the aforementioned **POINT OF BEGINNING** of this description.

AND ALSO EXCEPT

A part of Section 4, Township 11 South Range 30 East, lying West of US Highway no. 1 and being part of Parcel 901, as recorded in Official Records Book 0792, Page 1902 and Official Records Book 0792, Page 1918, being more particularly described as follows:

Commence at the Northeast corner of said Section 4, thence South 59°24'09" West along the North line of said Section 4 a distance of 1650.24 feet to a point on the North line of US Highway no. 1, a variable width right of way; thence South 59°24'09" West along said North right of way and

continuing along said North Section line, a distance of 51.42 feet to a point on the Westerly right of way of US Highway no. 1; thence departing said North section line and along said Westerly right of way South $14^{\circ}05'29''$ East a distance of 1857.38 feet to the point of curvature of a curve concave Easterly, having a central angle of $02^{\circ}58'06''$, a radius of 5829.65 feet, being subtended with a chord bearing of South $15^{\circ}34'32''$ E and a chord distance of 301.98 feet; thence Southerly along said right of way and along said curve to the left for an arc length of 302.01 feet to the **POINT OF BEGINNING**, said point being on a curve concave Easterly having a central angle of $05^{\circ}43'43''$, a radius of 5829.65 feet, being subtended with a chord bearing of South $19^{\circ}55'27''$ East and a chord distance of 582.62 feet; thence Southerly along said curve to the left and along said right of way for an arc length of 582.86 feet, to the point of tangency thereof; thence South $22^{\circ}47'18''$ East continuing along said right of way a distance of 243.36 feet; thence departing said right of way North $73^{\circ}52'06''$ West a distance of 1039.50 feet; thence South $50^{\circ}52'58''$ West a distance of 705.57 feet; thence North $14^{\circ}55'28''$ West a distance of 1502.07 feet; thence South $53^{\circ}13'41''$ West a distance of 610.00 feet; thence North $18^{\circ}44'48''$ West a distance of 404.69 feet; thence North $57^{\circ}08'17''$ East a distance of 8.87 feet to the point of curvature of a curve concave Southerly having a central angle of $37^{\circ}34'07''$, a radius of 100.00 feet, being subtended with a chord bearing of North $75^{\circ}55'20''$ East and a chord distance of 64.40 feet; thence easterly along said curve to the right for an arc length of 65.57 feet to the point of tangency thereof; thence South $85^{\circ}17'36''$ East a distance of 54.90 feet to the point of curvature of a curve concave Northwesterly having a central angle of $91^{\circ}31'26''$, a radius of 182.00 feet, being subtended with a chord bearing of North $48^{\circ}56'41''$ East and a chord distance of 260.79 feet; thence Northeasterly along said curve to the left for an arc length of 290.73 feet to the point of reverse curvature of a curve having a central angle of $53^{\circ}57'19''$, a radius of 90.00 feet, being subtended with a chord bearing of North $30^{\circ}09'37''$ East and a chord distance of 81.66 feet; thence Northeasterly along said curve to the right for an arc length of 84.75 feet to the point of tangency thereof; thence North $57^{\circ}08'17''$ East a distance of 176.74 feet to the point of curvature of a curve concave Southwesterly having a central angle of $90^{\circ}00'00''$, a radius of 160.00 feet, being subtended with a chord bearing of South $77^{\circ}51'43''$ East and a chord distance of 226.27 feet; thence Southeasterly along said curve to the right for an arc length of 251.33 feet to the point of tangency thereof; thence South $32^{\circ}51'43''$ East a distance of 244.30 feet to the point of curvature of a curve concave Westerly having a central angle of $25^{\circ}38'49''$, a radius of 160.00 feet, being subtended with a chord bearing of South $20^{\circ}02'19''$ East and a chord distance of 71.02 feet; thence Southerly along said curve to the right for an arc length of 71.62 feet to the point of tangency thereof; thence South $06^{\circ}11'09''$ East a distance of 185.21 feet to the point of curvature of a curve concave Easterly having a central angle of $12^{\circ}19'19''$, a radius of 500.00 feet, being subtended with a chord bearing of South $12^{\circ}20'48''$ East and a chord distance of 107.32 feet; thence Southerly along said curve to the left for an arc length of 107.53 feet to the point of tangency thereof; thence South $18^{\circ}30'28''$ East a distance of 674.54 feet to the point curvature of a curve concave Northerly having a central angle of $137^{\circ}51'04''$, a radius of 140.00 feet, being subtended with a chord bearing of South $87^{\circ}26'00''$ East and a chord distance of 261.27 feet; thence easterly along said curve to the left for an arc length of 336.83 feet to the point of tangency thereof; thence North $23^{\circ}38'28''$ East a distance of 120.07 feet to the point of curvature of a curve concave Southerly having a central angle of $47^{\circ}27'13''$, a radius of 235.00 feet, being subtended with a chord bearing of North $47^{\circ}22'05''$ East

and a chord distance of 189.12 feet; thence Northeasterly along said curve to the right for an arc length of 194.63 feet to the point of tangency thereof; thence North $71^{\circ}05'41''$ East a distance of 262.67 feet to the point of curvature of a curve concave Southerly having a central angle of $47^{\circ}49'14''$, a radius of 210.00 feet, being subtended with a chord bearing of South $84^{\circ}59'42''$ East and a chord distance of 170.23 feet; thence Easterly along said curve to the right for an arc length of 175.27 feet to the point of reverse curvature of a curve concave Northerly having a central angle of $47^{\circ}49'14''$, a radius of 80.00 feet, being subtended with a chord bearing of South $84^{\circ}59'24''$ East and a chord distance of 64.85 feet; thence Easterly along said curve to the left for an arc length of 66.77 feet to the point of tangency thereof; thence North $71^{\circ}05'41''$ East a distance of 193.56 feet to the **POINT OF BEGINNING**.

Said parcel containing 1,240,648 square feet and/or 28.48 acres more or less.

EXHIBIT D

**FORM OF DECLARATION OF CONSENT TO JURISDICTION OF PALM COAST PARK
COMMUNITY DEVELOPMENT DISTRICT AND IMPOSITION OF SPECIAL
ASSESSMENTS (SOMERSET AT PALM COAST PARK PHASES 1, 2 & 3)**

This instrument prepared by and
return to:

MICHAEL D. CHIUMENTO, III, ESQ.
Chiumento Law, P.L.L.C.
145 City Place, Suite 301
Palm Coast, Florida 32164

**DECLARATION OF CONSENT TO JURISDICTION OF
PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

KB Home Jacksonville LLC, a Delaware limited liability company (herein referred to as the "Landowner") is the owner of the land described in **Exhibit "A"** attached hereto, which land is located within the boundaries of "Somerset at Palm Coast Park" within the Palm Coast Park Community Development District (the "District"). The undersigned, intending that it and its respective successors in interest shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows, as of this ____ day of July 2023:

1. The Landowner, its heirs, successors and assigns, hereby agrees that the District is, and has been at all times on and after September 13, 2005, a legally created, duly organized, and validly existing independent special district under the provisions of Chapter 190, *Florida Statutes*, as amended (the "Act"), and the members of the Board of Supervisors of the District (the "Supervisors") and officers of the District as constituted from September 13, 2005, to and including the date of this Declaration were duly appointed or elected to their respective positions in accordance with all requirements of Federal and Florida law including the Constitution of the United States of America and of the State of Florida and had the authority and right to authorize, approve, and undertake all actions of the District approved and undertaken from September 13, 2005, to and including the date of this Declaration.
2. The Landowner, its heirs, successors and assigns, hereby confirm, acknowledge, and agree that (i) the master special assessment lien imposed upon lands in the District as provided in Resolution No. 2006-16, and (ii) the special assessments levied upon the Property securing the District's Special Assessment Bonds, Series 2023 (Somerset at Palm Coast Park) (the "2023 Bonds") as provided in Resolution Nos. 2022-21, 2022-22, and 2023-01 and any resolution supplemental thereto, of the District (collectively, the "Assessment Resolutions"), are valid, legal, binding liens against the property with respect to which they are assessed, and the District acknowledges that its recourse for any failure to pay the assessments shall be limited to enforcement of the assessments as provided by law.

3. The Landowner, its heirs, successors and assigns, hereby waives the right, if any, under Section 170.09, *Florida Statutes*, as amended, to prepay the special assessments imposed and levied pursuant to the Assessment Resolutions within thirty (30) days after the improvements financed with proceeds of the 2023 Bonds are completed, without interest, in consideration of the District's undertaking to make such improvements.
4. The Landowner acknowledges and agrees to the reassessment process (i.e., density reduction payment) as set forth in the Master Assessment Methodology and Supplemental Assessment Methodology referred to in the Assessment Resolutions.
5. The Landowner acknowledges and agrees that the *Supplemental Engineer's Report to the 2006 Master Engineer's Report for Palm Coast Park Community Development District Somerset at Palm Coast Park Project Phases 1, 2 & 3* (the "Engineer's Report") may be updated from time to time to reflect the current status of development at the time of issuance of certain bonds or other indebtedness to finance portions of the Somerset at Palm Coast Park Project (as described therein). The Landowner specifically acknowledges and consents to the revisions to the Engineer's Report dated May 30, 2023, and adopted as of July ____, 2023.
6. PUBLIC RECORDS. The Parties understand and agree that all documents of any kind provided to the District may be public records and treated as such in accordance with Florida law.

THE DECLARATIONS, ACKNOWLEDGMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND ITS SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS DECLARATION OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

KB Home Jacksonville LLC.

ATTEST:

By: _____
Todd Holder, its Division President
Date: July _____, 2023

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me, by means of ____ physical presence or ____ online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Todd Holder, as Division President of KB Home Jacksonville LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of July 2023.

Notary Public
Printed Name:
My Commission Expires:

Exhibit A
Legal Description

Tract 15

A parcel of land lying West of U.S. Highway No. 1 (State Road 5) in Government Section 33, Township 10 South, Range 30 East and in Government Section 4, Township 11 South, Range 30 East, being a portion of Parcel 901, recorded in Official Records Book 792, Page 1902, of the Public Records of and lying within Flagler County, Florida, being more particularly described as follows:

A point of reference being the Northeast corner of Section 4, Township 11 South, Range 30 East, thence South 89°24'09" West along the North line of Section 4 a distance of 1650.24 feet to a point on the Westerly Right of Way line of U.S. Highway No. 1 (State Road 5) said point being the **POINT OF BEGINNING** of this description; thence South 89°24'09" West along the North line of Section 4 a distance of 51.42 feet, thence departing said North line of Section 4 run South 14°05'29" East along the Westerly Right of Way line of U.S. Highway No. 1 a distance of 1857.38 feet to a point of curvature; thence South 884.87 feet along the arc of a curve to the left (concave Easterly), having a central angle of 08°41'49", a radius of 5829.65 feet, a chord bearing of South 18°26'24" East and a chord distance off 884.02 feet to a point of tangency, thence South 22°47'18" East a distance of 243.36 feet, thence departing U.S. Highway No. 1, run North 73°52'06" West a distance of 1039.50 feet, thence South 50°52'58" West a distance of 705.57 feet, thence North 14°58'28" West a distance of 1502.07 feet, thence South 53°13'41" West a distance of 610.00 feet, thence North 18°44'48" West a distance off 404.69 feet to the Southeast corner of parcel 800-7, recorded in Official Records Book 586, Page 1513, and Official Records Book 553, Page 1539, of the Public Records of Flagler County, Florida, thence North 09 degrees 09 minutes 56 seconds West along the Easterly line of Parcel 800-7 a distance of 1714.13 feet, thence departing Parcel 800-7 run North 81°38'25" East a distance of 1040.20 feet, thence North 16°27'03" East a distance of 335.80 feet, thence North 08°21'44" West a distance of 1205.13 feet, thence North 85°14'11" East a distance of 421.01 feet, thence South 11°33'36" East a distance of 235.55 feet, thence South 62°31'54" East a distance of 299.79 feet to a point on the Westerly Right of Way line of U.S. Highway 1, thence South 14°05'29" East along the Westerly Right of Way line of U.S. Highway No. 1 a distance of 1517.17 feet to the **POINT OF BEGINNING**.

and

Tract 17

A parcel of land lying West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Parcel 901 recorded in Official Records Book 792, Pages 1902 through 1917, of the Public Records of and lying with Flagler County, Florida, being particularly described as follows:

A point of reference being the Southwest corner of Section 33, Township 10 South, Range 30 East, thence North 89°02'28" East along the South line of Section 33 a distance of 692.72 feet to a point of the Easterly boundary line of the Florida East Coast Railway Company's Railroad Right of Way (150 feet R/W), thence continue North 89°02'28" East along the South line of Section 33 a distance of 871.33 feet, thence departing said South line of Section 33 run North 09°09'56" West a distance of 170.12 feet to the **POINT OF BEGINNING** of the description, thence North 09°09'56" West along the Easterly boundary of Parcel 800-7 recorded in Official Records Book 586, Page 1513,

of the Public Records of Flagler County, Florida, a distance of 3503.79 feet to the Northeast corner off Parcel 800.7, thence North 86°20'16" West a distance of 884.48 feet to a point on the Easterly boundary line of the Florida East Coast Railway Company's Railroad Right of Way, (150 feet R/W) thence North 09°09'56" West along said Right of Way line a distance of 51.28 feet, thence departing said Right of Way South 86°20'16" East along the Southerly boundary line of lands recorded in Official Records Book 1311, Page 256 and City of Palm Coast Lands recorded in Official Records Book 1311, Page 307, of the Public Records of Flagler County, Florida, a distance of 1327.13 feet, thence North 03°39'44" East along the East line of said city lands a distance of 748.33, thence departing said city land run South 86°20'16" East a distance of 322.65 feet, thence North 02°40'13" West a distance of 141.34 feet, thence North 89°08'52" East a distance of 631.84 feet to a point on the Westerly Right of Way line of U.S. Highway No. 1, thence South 14°05'29" East along said Right of Way a distance of 9.84 feet, thence North 89°01'24" East a distance of 51.34 feet, thence South 14°05'29" East along said Westerly Right of Way line of U.S. Highway No. 1 a distance of 3111.64 feet, thence departing U.S. Highway No. 1 run North 62°31'54" West a distance of 299.79 feet, thence North 11°33'36" West a distance of 235.55 feet, thence South 85°14'11" West a distance of 421.04 feet, thence South 08°21'44" East a distance of 1205.13 feet, thence South 16°27'03" West a distance of 335.80 feet, thence South 81°38'25" West a distance of 1040.20 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT a parcel of land located West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Tract 17, per Official Records Book 2408, Pages 777-783 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the Southwest corner of Government Section 33, Township 10 South, Range 30 East;; thence North 89°02'28" East along the South line of Section 33 for a distance of 1564.05 feet to the Southeasterly extension of the Westerly line of said Tract 17; thence departing said Section line, North 09°09'56" West along said extension and said Westerly line for a distance of 3632.89 feet to the **POINT OF BEGINNING** of this description; thence continue North 09°09'56" West along said Westerly line for a distance of 41.02 feet; thence following along the boundary lines of said Tract 17 the following 10 courses: 1) thence North 86°20'16" West for a distance of 8844.48 feet to the Easterly line of the Florida East Coast Railway Company's Right-of-Way; 2) thence North 09°09'56" West along said Easterly Right-of-Way line for a distance of 51.28 feet; 3) thence departing said Railroad Right-of-Way South 86°20'16" East along the southerly line of lands per Official Records Book 1311, Page 256 and City of Palm Coast lands per Official Records Book 1311, Page 307 of the Public Records of Flagler County, Florida, for a distance of 1327.13 feet; 4) thence North 03°39'44" East along the Easterly line of said City lands for a distance of 748.33 feet; 5) thence departing said Easterly line South 86°20'16" East for a distance off 322.65 feet; 6) thence North 02°40'13" West for a distance of 141.34 feet; 7) thence North 89°08'52" East for a distance of 631.84 feet to the Westerly Right-of-Way line of said U.S. Highway No. 1; 8) thence along said Westerly Right-of-Way South 14°05'29" East for a distance of 9.84 feet; 9) thence North 89°01'24" East for a distance of 51.34 feet; 10) thence South 14°05'29" East for a distance of 613.10 feet; thence departing said Right-of-Way line and said Tract 17 boundary South 78°54'02" West for a distance of 446.14 feet; thence South 06°55'26" East for a distance of 250.00 feet to the Northerly line of Peavy Grade (an 80-foot wide access easement per Official Records Book 792, Page 1932 of the Public Records of Flagler County, Florida) thence along the Northerly line(s) of said easement the following two (2) courses; 10 thence South 86°20'16" East for a distance of 382.50 feet; 2) thence North 75°54'30" East for a

distance of 112.44 feet to the said Westerly Right-of-Way line of U.S. Highway No. 1; thence departing the Northerly Peavy Grade line, South 14°05'29" East along said Westerly Right-of-Way line for a distance of 120.00 feet to the Southerly line of said Peavy Grade; thence departing said Westerly Right-of-Way line North 86°20'16" West along the Southerly line of said Peavy Grade for a distance of 1740.92 feet to the aforementioned **POINT OF BEGINNING** of this description.

AND LESS AND EXCEPT a parcel of land located West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, being a portion of Tract 17, per Official Records Book 2408, Pages 777-783 of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the Southwest corner of Government Section 33, Township 10 South, Range 30 East; thence North 89°02'28" East along the South line of Section 33 for a distance of 1564.05 feet to the Southeasterly extension of the Westerly line of said Tract 17; thence departing said Section line, North 09°09'56" West along said extension for a distance of 170.12 feet; thence continue North 09°09'56" West for a distance of 304.83 feet to the **POINT OF BEGINNING** of this description; thence continue North 09°09'56" West along said Westerly line for a distance of 3157.94 feet to the Southerly line of Peavy Grade (an 80-foot wide access easement per Official Records Book 792, Page 1932 of the Public Records of Flagler County, Florida); thence departing said Westerly line South 86°20'16" East along said Southerly line for a distance of 1363.58 feet; thence departing said Southerly line South 14°05'29" East for a distance of 415.6 feet; thence North 75°54'31" East for a distance of 359.37 feet to the Westerly Right-of-Way line of U.S. Highway No. 1; thence along said Right-of-Way line South 14°05'29" East for a distance of 1737.15 feet to the Southerly line of said Tract 17; thence departing said Right-of-Way line along the Southerly boundary lines of said Tract 17 the following courses; thence North 62°31'54" West for a distance of 299.79 feet; thence North 11°33'36" West for a distance of 235.55 feet; thence South 85°14'11" West for a distance of 421.04 feet; thence South 08°21'44" East for a distance of 1205.13 feet; thence departing said Southerly lines South 81°38'25" West for a distance of 1185.40 feet to the aforementioned **POINT OF BEGINNING** of this description.

AND ALSO EXCEPT

A part of Section 4, Township 11 South Range 30 East, lying West of US Highway no. 1 and being part of Parcel 901, as recorded in Official Records Book 0792, Page 1902 and Official Records Book 0792, Page 1918, being more particularly described as follows:

Commence at the Northeast corner of said Section 4, thence South 59°24'09" West along the North line of said Section 4 a distance of 1650.24 feet to a point on the North line of US Highway no. 1, a variable width right of way; thence South 59°24'09" West along said North right of way and continuing along said North Section line, a distance of 51.42 feet to a point on the Westerly right of way of US Highway no. 1; thence departing said North section line and along said Westerly right of way South 14°05'29" East a distance of 1857.38 feet to the point of curvature of a curve concave Easterly, having a central angle of 02°58'06", a radius of 5829.65 feet, being subtended with a chord bearing of South 15°34'32"E and a chord distance of 301.98 feet; thence Southerly along said right of way and along said curve to the left for an arc length of 302.01 feet to the **POINT OF BEGINNING**, said point being on a curve concave Easterly having a central angle of 05°43'43", a radius of 5829.65 feet, being subtended with a chord bearing of South 19°55'27" East and a chord distance of 582.62 feet; thence Southerly along said curve to the left and along

said right of way for an arc length of 582.86 feet, to the point of tangency thereof; thence South 22°47'18" East continuing along said right of way a distance of 243.36 feet; thence departing said right of way North 73°52'06" West a distance of 1039.50 feet; thence South 50°52'58" West a distance of 705.57 feet; thence North 14°55'28" West a distance of 1502.07 feet; thence South 53°13'41" West a distance of 610.00 feet; thence North 18°44'48" West a distance of 404.69 feet; thence North 57°08'17" East a distance of 8.87 feet to the point of curvature of a curve concave Southerly having a central angle of 37°34'07", a radius of 100.00 feet, being subtended with a chord bearing of North 75°55'20" East and a chord distance of 64.40 feet; thence easterly along said curve to the right for an arc length of 65.57 feet to the point of tangency thereof; thence South 85°17'36" East a distance of 54.90 feet to the point of curvature of a curve concave Northwesterly having a central angle of 91°31'26", a radius of 182.00 feet, being subtended with a chord bearing of North 48°56'41" East and a chord distance of 260.79 feet; thence Northeasterly along said curve to the left for an arc length of 290.73 feet to the point of reverse curvature of a curve having a central angle of 53°57'19", a radius of 90.00 feet, being subtended with a chord bearing of North 30°09'37" East and a chord distance of 81.66 feet; thence Northeasterly along said curve to the right for an arc length of 84.75 feet to the point of tangency thereof; thence North 57°08'17" East a distance of 176.74 feet to the point of curvature of a curve concave Southwesterly having a central angle of 90°00'00", a radius of 160.00 feet, being subtended with a chord bearing of South 77°51'43" East and a chord distance of 226.27 feet; thence Southeasterly along said curve to the right for an arc length of 251.33 feet to the point of tangency thereof; thence South 32°51'43" East a distance of 244.30 feet to the point of curvature of a curve concave Westerly having a central angle of 25°38'49", a radius of 160.00 feet, being subtended with a chord bearing of South 20°02'19" East and a chord distance of 71.02 feet; thence Southerly along said curve to the right for an arc length of 71.62 feet to the point of tangency thereof; thence South 06°11'09" East a distance of 185.21 feet to the point of curvature of a curve concave Easterly having a central angle of 12°19'19", a radius of 500.00 feet, being subtended with a chord bearing of South 12°20'48" East and a chord distance of 107.32 feet; thence Southerly along said curve to the left for an arc length of 107.53 feet to the point of tangency thereof; thence South 18°30'28" East a distance of 674.54 feet to the point of curvature of a curve concave Northerly having a central angle of 137°51'04", a radius of 140.00 feet, being subtended with a chord bearing of South 87°26'00" East and a chord distance of 261.27 feet; thence easterly along said curve to the left for an arc length of 336.83 feet to the point of tangency thereof; thence North 23°38'28" East a distance of 120.07 feet to the point of curvature of a curve concave Southerly having a central angle of 47°27'13", a radius of 235.00 feet, being subtended with a chord bearing of North 47°22'05" East and a chord distance of 189.12 feet; thence Northeasterly along said curve to the right for an arc length of 194.63 feet to the point of tangency thereof; thence North 71°05'41" East a distance of 262.67 feet to the point of curvature of a curve concave Southerly having a central angle of 47°49'14", a radius of 210.00 feet, being subtended with a chord bearing of South 84°59'42" East and a chord distance of 170.23 feet; thence Easterly along said curve to the right for an arc length of 175.27 feet to the point of reverse curvature of a curve concave Northerly having a central angle of 47°49'14", a radius of 80.00 feet, being subtended with a chord bearing of South 84°59'24" East and a chord distance of 64.85 feet; thence Easterly along said curve to the left for an arc length of 66.77 feet to the point of tangency thereof; thence North 71°05'41" East a distance of 193.56 feet to the **POINT OF BEGINNING**.

Said parcel containing 1,240,648 square feet and/or 28.48 acres more or less.

EXHIBIT E

**FORM OF AGREEMENT FOR THE ACQUISITION OF CERTAIN WORK PRODUCT,
MATERIALS, AND INFRASTRUCTURE**

**AGREEMENT FOR THE ACQUISITION OF
CERTAIN WORK PRODUCT, MATERIALS, AND INFRASTRUCTURE**

THIS AGREEMENT entered into as of this ____ day of July, 2023, by and between **PALM COAST PARK COMMUNITY DEVELOPMENT DISTRICT** (hereinafter the “District”), a chapter 190 local special purpose government with a mailing address of 219 East Livingston Street, Orlando, Florida 32801, by and through its Board of Supervisors and **KB HOME JACKSONVILLE, LLC**, a Delaware limited liability company, and whose principal address is 10990 Wilshire Boulevard, 7th Floor, Los Angeles, California 90024 (hereinafter the “Developer”).

RECITALS

WHEREAS, the Developer is the owner and/or developer of certain lands (hereinafter the “Development”) in Flagler County, Florida located within the boundaries of the District; and

WHEREAS, the District is a community development district located in Flagler County, Florida, which was established to plan, construct, install, acquire, finance, manage, and operate public improvements and community facilities pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District presently intends to finance the acquisition of certain infrastructure improvements and facilities supporting the Development and anticipates issuing Special Assessment Revenue Bonds, Series 2023 (Somerset at Palm Coast) (the “2023 Bonds”) together with other legally available funds for the payment of the costs of construction of a portion of the improvements set forth in that certain *Supplemental Engineer’s Report to the 2006 Master Engineer’s Report for Palm Coast Park Community Development District Somerset at Palm Coast Park Project Phases 1, 2 & 3* dated August 19, 2022, and updated May 30, 2023 drafted by Matthews Design Group (the “Supplemental Engineer’s Report” and the improvements set forth therein, the “2023 Project”); and

WHEREAS, in order to permit the Developer to continue with construction of the infrastructure such as mass grading for public areas, stormwater facilities, public roadways, potable water, wastewater and effluent reuse systems, electrical and lighting, landscape, hardscape and irrigation, pocket parks, open space and entrance gatehouse together with all real property underlying the improvements, Developer has advanced, funded and commenced certain public infrastructure to enable the District to expeditiously provide the infrastructure comprising the 2023 Project; and

WHEREAS, Developer acknowledges that upon its conveyance to the District, the District will have the right to use and rely upon the completed 2023 Project constructed at the direction of the Developer for its intended purposes and further desires to release all of its right, title, and interest in and to the improvements conveyed (except as provided in this Agreement); and

WHEREAS, the District has issued bonds under the terms of the District's Master Trust Indenture dated May 1, 2006, to construct or acquire the District Improvements (as defined below) and work product, including, without limitation, the costs of design and permitting; and

WHEREAS, the District intends to finance the acquisition, construction and completion of the 2023 Project through the issuance of one or more series of bonds including but not limited to the 2023 Bonds dated July ____, 2023; and

WHEREAS, the District acknowledges the Developer's need for expeditious development of the 2023 Project; and

WHEREAS, the District desires to acquire ownership of the constructed 2023 Project as well as the right to use and rely on the same for its intended purposes.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Developer agree as follows:

Section 1. General. The recitals so stated above are true and correct and by this reference are incorporated herein and made a part hereof.

Section 2. 2023 Project.

- A. MATERIALS. The Developer shall purchase, or cause to be purchased, all materials needed to complete the 2023 Project.
- B. COST. The District agrees that it will not have sufficient monies to proceed with the commencement of construction of the 2023 Project and in order to avoid development delays, Developer has advanced funds to purchase the required materials to construct the 2023 Project and has begun construction of the 2023 Project on behalf of the District. The Developer agrees to provide the funds and cause construction of the 2023 Project in accordance with the provisions of this Agreement. Developer shall provide copies of invoices, bills, receipts or other evidence of costs incurred by Developer for the 2023 Project. The District's engineer shall review all evidence of costs and shall present to the District Board for consideration the total actual amount of the cost that, in the District's engineer's commercially reasonable opinion, is reasonable for the 2023 Project. The District's engineer's opinion as to cost shall be set forth in an Engineer's Certificate that shall accompany the requisition for the funds from the District's bond trustee. In the event that the Developer disputes the District's engineer's opinion as to cost, the parties agree to use good faith best efforts to

resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer's Certificate that shall accompany the requisition for the funds from the District's bond trustee.

C. CONVEYANCE AND ACCEPTANCE. Developer agrees to convey the 2023 Project to the District upon payment by the District to the Development of the 2023 Bonds provided the sums are determined to be reasonable by the District's engineer and approved by the District Board as set forth in section 2.B. above. The Developer acknowledges that all the materials currently located on the property shall remain the property of the District upon payment by the District and acceptance by the District in writing.

D. RELEASE AND ACCEPTANCE.

1. The District shall, upon payment of the sums described above, have non-exclusive rights, title and interest in and to the 2023 Project, as well as all common law, statutory and other reserved rights, including all copyrights therein and extensions and renewals thereof under United States Law and throughout the world and all publication rights and all subsidiary rights and other rights in and to the 2023 Project in all forms, mediums and media, now known or hereinafter devised to the extent owned by the Developer and conveyed pursuant to this Agreement.
2. Upon payment of the sums described above, Developer agrees to release to the District all right, title, and interest that the Developer may have in

and to the above described 2023 Project, as well as all common law, statutory, and other reserved rights including all copyrights therein and extensions and renewals thereof under United States Law and throughout the world and all publication rights and all subsidiary rights and other rights in and to the 2023 Project in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, Developer shall obtain all releases from any professional providing services in connection with the 2023 Project to enable the District to use and rely upon the 2023 Project, to the extent practical. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner to the District.

- E. USE AND RELIANCE. Developer acknowledges the District's right to use and rely upon the 2023 Project only for the purposes for which it is intended.
- F. WARRANTY. Developer agrees to warrant that, to the best of its knowledge, the 2023 Project is installed correctly, is fit for the purposes intended, provided, however, that the Developer may provide such a warranty from a third party acceptable to the District. The Developer shall assign to the District any warranties, indemnifications, or other third-party commitments relating to the 2023 Project as may be assigned.
- G. ACCESS. The District agrees to allow Developer access to and use of the 2023 Project, whether through easement or real property dedication at no additional cost to the District.

H. IMPROVEMENTS. Developer, to the extent applicable, shall cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any portion of the 2023 Project conveyed pursuant to this Agreement. To the extent there is a delay in the conveyance of certain components of the 2023 Project between the District and the governmental entity that is due to actions or inactions of the Developer, Developer agrees to indemnify and hold the District harmless for any damage or repairs that may be required to such 2023 Project due to Developer's actions or inactions. Developer shall cooperate with the District to transfer any applicable permits, certifications, or other approvals necessary to convey the 2023 Project to the governmental entity and shall provide copies of such documents to the District as may be required for such transfer. Developer further acknowledges and agrees that any costs associated with work by District staff to process the acquisitions contemplated by this Agreement shall be paid by requisition from the District's available construction funds. Developer further authorizes the District Board to approve such requisitions for payment. Nothing contained herein shall obligate the District to take ownership of partially complete improvements. The District may, in its reasonable discretion, determine that such improvements are not sufficiently close enough to completion and refuse to purchase such improvements until such time as the District reasonably deems the improvements sufficiently complete, in reliance on the District's engineer.

Section 3. Conveyance of Real Property Interests.

A. REAL PROPERTY INTERESTS. As the Developer completes the 2023 Project, in one or more phases, the Developer agrees to convey all necessary real property interest to the District, including warranty deeds or easements as determined by the parties, over which the 2023 Project has been constructed. This conveyance may occur in one or more transactions. Developer agrees to provide the District the following, if applicable: (i) appropriate deeds or other instruments of conveyance reasonably acceptable to the District and (ii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data, to the reasonable satisfaction of the District. Developer and District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District. The parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. The District reserves the right, consistent with the covenants in its bond documents, to require title insurance or an opinion of title at the expense of the Developer. Costs associated with the closing on all transfers of real property, including those to third-party governmental bodies, shall be borne by the Developer.

B. CONVEYANCE TO THIRD PARTIES. If real property is to be conveyed to a third-party governmental entity, the parties agree to cooperate in good faith to assist with the timely conveyance of the real property to the third-party

governmental entity in the form or manner required by said third-party governmental entity.

Section 4. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

Section 5. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

Section 6. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 7. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon written consent of the other, which consent shall not be unreasonably withheld.

Section 8. Effective Date. This Agreement shall have an effective date as of the date first written above.

Section 9. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties fully participated in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen and selected language, and the doubtful language will be interpreted or construed against either party.

Section 10. Default. A default by the Developer under this Agreement shall entitle the District to all remedies available at law or in equity, which may include, but not be limited to, the

right of damages, injunctive relief and specific performance. A default by the District under this Agreement shall entitle the Developer to all remedies available at law or in equity, which may include, but not be limited to, the rights of damages, injunctive relief and specific performance.

Section 11. Enforcement of Agreement. In the even the District is required to enforce this Agreement by court proceedings or otherwise, then the Developer agrees that if the District is the prevailing party then the District shall be entitled to recover from the Developer all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution or appellate proceedings. In the event that the Developer is required to enforce this Agreement by court proceedings or otherwise, then the District agrees that if the Developer is the prevailing party then the Developer shall be entitled to recover from the District all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 12. Public Records. The Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the activities contemplated under this Agreement may be public records and may be treated as such in accordance with Florida law.

Section 13. 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 thereof.

Section 14. Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which will be constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be

detached from the counterparts and attached to a single copy of this document to physically form one document.

Section 15. Sovereign Immunity. Developer agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28 of the Florida Statutes, or any other applicable laws.

[SIGNATURES OMITTED TO NEXT PAGE]

ATTEST:

**PALM COAST PARK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
David Root, Chairman
Date: July _____, 2022

ATTEST:

KB HOME JACKSONVILLE, LLC

By: _____
Todd Holder, its Division President
Date: July _____, 2023

SECTION VI

RESOLUTION 2023-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALM COAST
PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN
ASSISTANT TREASURER OF THE DISTRICT AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, Palm Coast Park Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Palm Coast, Flagler County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. Darrin Mossing, Sr. is appointed Assistant Treasurer.

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

PASSED AND ADOPTED this 16th day of June, 2023.

ATTEST:

**PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION VII

SECTION C

SECTION 1

**Palm Coast Park
Community Development District**
Check Register Summary & ACH Debit Summary
May 1, 2023 through May 31, 2023

| Fund | Date | Check #'s/Vendor | Amount |
|--|-------------|----------------------------|---------------------|
| <u>Check Register</u> | | | |
| <i>General Fund- Wells Fargo (Operating)</i> | | | |
| | 5/16/23 | 173-182 | \$ 17,928.41 |
| | 5/31/23 | 183-184 | \$ 2,008.40 |
| | | Subtotal | \$ 19,936.81 |
| <i>General Fund- Board of Supervisors</i> | | | |
| | 5/25/23 | 50091- K. Belshe | \$ 184.70 |
| | 5/25/23 | 50092- B. Porter | \$ 184.70 |
| | 5/25/23 | 50093- D. Root | \$ 184.70 |
| | | Subtotal BOS Checks | \$ 554.10 |
| <i>General Fund- Wells Fargo (SMC)</i> | | | |
| | 5/16/23 | 71-72 | \$ 4,104.83 |
| | | Subtotal | \$ 4,104.83 |
| <i>General Fund- Wells Fargo (SLR)</i> | | | |
| | 5/16/23 | 5 | \$ 83.33 |
| | | Subtotal | \$ 83.33 |
| Total | | | \$ 24,679.07 |

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
 *** CHECK DATES 05/01/2023 - 05/31/2023 ***
 PALM COAST PARK GENERAL FUND
 BANK D WELLS FARGO

RUN 6/09/23

PAGE 1

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|---------------|-------|-----------------------------------|--|-----------------------------------|--------|----------|---------------------------|
| 5/16/23 | 00020 | 5/01/23 69 | 202305 310-51300-34000 | | * | 3,500.00 | |
| | | | MAY MANAGEMENT FEES | | | | |
| | | 5/01/23 69 | 202305 310-51300-35200 | | * | 100.00 | |
| | | | MAY WEBSITE ADMIN | | | | |
| | | 5/01/23 69 | 202305 310-51300-31300 | | * | 208.33 | |
| | | | MAY DISSEMINATION AGENT | | | | |
| | | 5/01/23 69 | 202305 310-51300-51000 | | * | .42 | |
| | | | OFFICE SUPPLIES | | | | |
| | | 5/01/23 69 | 202305 310-51300-42000 | | * | 110.70 | |
| | | | POSTAGE | | | | |
| | | | | GMS-CENTRAL FLORIDA, LLC | | | 3,919.45 000173 |
| 5/16/23 | 00024 | 3/30/23 | 03302023 202305 300-20700-10000 | | * | 230.63 | |
| | | | 03.30 FY23 ASSESSMENTS | | | | |
| | | 3/30/23 | 03302023 202305 300-13100-10300 | | * | 4.61- | |
| | | | FY23 COMMISSIONS FEE | | | | |
| | | | | PALM COAST PARK CDD | | | 226.02 000174 |
| 5/16/23 | 00023 | 3/30/23 | 03302023 202305 300-20700-10000 | | * | 2,224.30 | |
| | | | 03.30 FY23 ASSESSMENTS | | | | |
| | | 3/30/23 | 03302023 202305 300-13100-10200 | | * | 44.49- | |
| | | | FY23 COMMISSIONS FEE | | | | |
| | | | | PALM COAST PARK CDD | | | 2,179.81 000175 |
| 5/16/23 | 00038 | 3/30/23 | 03302023 202305 300-20700-10000 | | * | 465.27 | |
| | | | 03.30 FY23 ASSESSMENTS | | | | |
| | | 3/30/23 | 03302023 202305 300-13100-10800 | | * | 9.31- | |
| | | | FY23 COMMISSIONS FEE | | | | |
| | | | | PALM COAST PARK CDD | | | 455.96 000176 |
| 5/16/23 | 00039 | 3/30/23 | 03302023 202305 300-20700-10000 | | * | 942.07 | |
| | | | 03.30 FY23 ASSESSMENTS | | | | |
| | | 3/30/23 | 03302023 202305 300-13100-10900 | | * | 18.84- | |
| | | | FY23 COMMISSIONS FEE | | | | |
| | | | | PALM COAST PARK CDD | | | 923.23 000177 |
| 5/16/23 | 00040 | 3/30/23 | 03302023 202305 300-20700-10300 | | * | 217.87 | |
| | | | 03.30 FY23 ASSESSMENTS | | | | |
| | | 3/30/23 | 03302023 202305 300-13100-10110 | | * | 4.36- | |
| | | | FY23 COMMISSIONS FEE | | | | |
| | | | | PALM COAST PARK CDD-SLR | | | 213.51 000178 |
| 5/16/23 | 00035 | 3/30/23 | 03302023 202305 300-20700-10100 | | * | 432.94 | |
| | | | 03.30 FY23 ASSESSMENTS | | | | |
| | | 3/30/23 | 03302023 202305 300-13100-10100 | | * | 8.66- | |
| | | | FY23 COMMISSIONS FEE | | | | |
| | | | | PALM COAST PARK CDD-SAWMILL CREEK | | | 424.28 000179 |
| | | | | PCPC PALM COAST PRK AMOSSING | | | |

*** CHECK DATES 05/01/2023 - 05/31/2023 ***

PALM COAST PARK GENERAL FUND
BANK D WELLS FARGO

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT | # |
|---------------|-------|-----------------------------------|---|----------|------------------------------|--------|-----------|-------------------------|--------|
| 5/16/23 | 00030 | 4/30/23 110 | 202304 310-51300-31100 | | | * | 575.25 | | |
| | | | ANNUAL ENGINEERS REPORT | | | | | | |
| | | | | | SINGHOFFEN & ASSOCIATES INC. | | | 575.25 | 000180 |
| 5/16/23 | 00014 | 3/30/23 03302023 | 202305 300-13100-10200 | | | * | 44.49 | | |
| | | | COMM THRU 03.30 | | | | | | |
| | | 3/30/23 03302023 | 202305 300-13100-10300 | | | * | 4.61 | | |
| | | | COMM THRU 03.30 | | | | | | |
| | | 3/30/23 03302023 | 202305 300-13100-10800 | | | * | 9.31 | | |
| | | | COMM THRU 03.30 | | | | | | |
| | | 3/30/23 03302023 | 202305 300-13100-10900 | | | * | 18.84 | | |
| | | | COMM THRU 03.30 | | | | | | |
| | | 3/30/23 03302023 | 202305 300-13100-10110 | | | * | 4.36 | | |
| | | | COMM THRU 03.30 | | | | | | |
| | | 3/30/23 03302023 | 202305 300-13100-10100 | | | * | 8.66 | | |
| | | | COMM THRU 03.30 | | | | | | |
| | | 3/30/23 03302023 | 202305 310-51300-32400 | | | * | 6.13 | | |
| | | | COMM THRU 03.30 | | | | | | |
| | | | | | SUZANNE JOHNSTON | | | 96.40 | 000181 |
| 5/16/23 | 00009 | 5/01/23 PC519286 | 202305 320-53800-46100 | | | * | 8,914.50 | | |
| | | | MAY LANDSCAPE MAINTENANCE | | | | | | |
| | | | | | YELLOWSTONE LANDSCAPE | | | 8,914.50 | 000182 |
| 5/31/23 | 00003 | 5/18/23 16574 | 202304 310-51300-31500 | | | * | 508.40 | | |
| | | | APR GENERAL COUNSEL | | | | | | |
| | | | | | CHIUMENTO DWYER HERTEL GRANT | | | 508.40 | 000183 |
| 5/31/23 | 00001 | 5/20/23 05202023 | 202305 320-53800-34100 | | | * | 1,500.00 | | |
| | | | 05/23 SERVICES AGREEMENT | | | | | | |
| | | | | | CLINTON SMITH CONSULTING LLC | | | 1,500.00 | 000184 |
| | | | | | | | | | |
| | | | | | TOTAL FOR BANK D | | 19,936.81 | | |
| | | | | | TOTAL FOR REGISTER | | 19,936.81 | | |

PCPC PALM COAST PRK AMOSSING

PR300R

PAYROLL CHECK REGISTER

RUN 5/25/23 PAGE 1

| CHECK # | EMP # | EMPLOYEE NAME | CHECK AMOUNT | CHECK DATE |
|--------------------|-------|-----------------|-----------------|---------------|
| 50091 | 3 | KEN BELSHE | 184.70 | 5/25/2023 |
| 50092 | 6 | ROBERT S PORTER | 184.70 | 5/25/2023 |
| 50093 | 1 | DAVID ROOT | 184.70 | 5/25/2023 |
| TOTAL FOR REGISTER | | | 554.10 | |

PCPC PALM COAST PRK AMOSSING

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/09/23 PAGE 1
 *** CHECK DATES 05/01/2023 - 05/30/2023 *** PALM COAST PARK SAWMILL CREEK
 BANK A WELLS FARGO

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|---------------------------|--------|----------|----------------------------|
| 5/16/23 | 00007 | 5/01/23 71 | 202305 310-51300-31300 | MAY DISSEMINATION AGENT | * | 291.67 | |
| | | | | GMS-CENTRAL FLORIDA, LLC | | | 291.67 000071 |
| 5/16/23 | 00004 | 5/01/23 PC519309 | 202305 320-53800-46100 | MAY LANDSCAPE MAINTENANCE | * | 3,813.16 | |
| | | | | YELLOWSTONE LANDSCAPE | | | 3,813.16 000072 |
| TOTAL FOR BANK A | | | | | | 4,104.83 | |
| TOTAL FOR REGISTER | | | | | | 4,104.83 | |

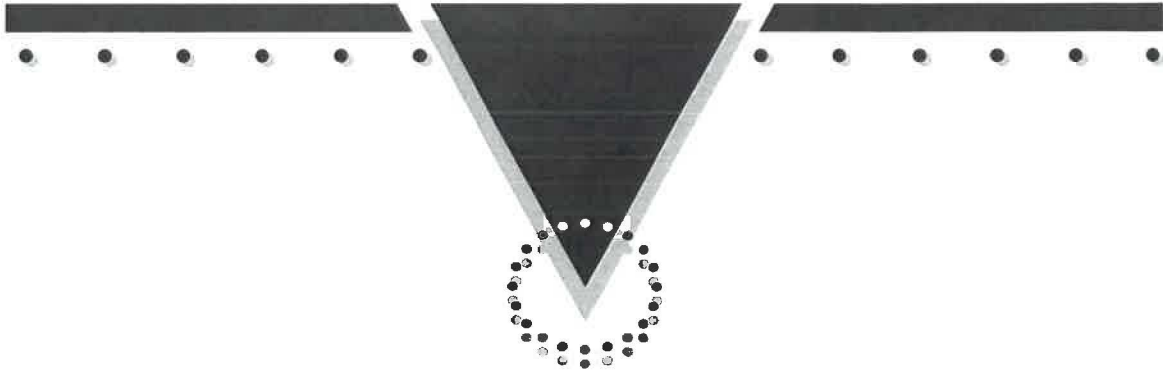
PCPC PALM COAST PRK AMOSSING

[illegible]

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|---------------|-------|-----------------------------------|--|--------------------------|--------|--------|---------------------------|
| 5/16/23 | 00001 | 5/01/23 70 | 202305 310-51300-31300 | | * | 83.33 | |
| | | MAY DISSEMINATION AGENT | | GMS-CENTRAL FLORIDA, LLC | | | 83.33 000005 |
| ----- | | | | | | | |
| | | | | TOTAL FOR BANK A | | 83.33 | |
| | | | | TOTAL FOR REGISTER | | 83.33 | |

PCPC PALM COAST PRK AMOSSING

SECTION 2



Palm Coast Park

Community Development District

Unaudited Financial Reporting
May 31, 2023



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Palm Coast Park
Community Development District
 Combined Balance Sheet
 May 31, 2023

Governmental Fund Types

| | <u>General</u> | <u>GF</u> <u>Sawmill Creek</u> | <u>GF</u> <u>Spring Lake Reverie</u> | <u>Debt</u> <u>Service 2006</u> | <u>Debt</u> <u>Service 2019</u> | <u>Debt</u> <u>Service 2021</u> | <u>Debt</u> <u>Service 2022</u> | <u>Capital</u> <u>Projects 2006</u> | <u>Capital</u> <u>Projects 2019</u> | <u>Capital</u> <u>Projects 2021</u> | <u>Capital</u> <u>Projects 2022</u> | <u>Totals</u> <u>(memorandum only)</u> |
|--|------------------|-----------------------------------|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--|--|--|--|---|
| Assets | | | | | | | | | | | | |
| Cash- Checking Account | \$523,426 | \$318,458 | \$181,667 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$1,023,551 |
| Due from General Fund | ---- | ---- | ---- | \$115 | \$594 | \$24 | \$1,501 | ---- | ---- | ---- | ---- | \$2,233 |
| Assessment Receivable | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due from Sawmill Creek | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due from Debt 2006 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due from Debt 2019 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due from Spring Lake Reverie | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due from Capital Projects | \$439 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$439 |
| Due from Other | \$583 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$583 |
| Investments: | | | | | | | | | | | | |
| Money Market Account | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Reserve | ---- | ---- | ---- | \$1,428,605 | \$145,530 | \$271,395 | \$402,930 | ---- | ---- | ---- | ---- | \$2,248,460 |
| Revenue | ---- | ---- | ---- | \$734,005 | \$85,659 | \$153,687 | \$307,012 | ---- | ---- | ---- | ---- | \$1,280,363 |
| Prepayment | ---- | ---- | ---- | \$1,164 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$1,164 |
| Cap. Interest | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Acquisition and Construction | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$2,085,392 | \$7,849 | \$5,607 | \$8,502 | \$2,107,350 |
| Cost of Issuance | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Deposits | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Prepaid Expenses | ---- | \$938 | \$938 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$1,875 |
| Total Assets | \$524,448 | \$319,396 | \$182,605 | \$2,163,889 | \$231,783 | \$425,106 | \$711,443 | \$2,085,392 | \$7,849 | \$5,607 | \$8,502 | \$6,666,019 |
| Liabilities | | | | | | | | | | | | |
| Accounts Payable | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Accrued Expenses | \$0 | \$2,743 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$2,743 |
| FICA Payable | \$428 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$428 |
| Due to General Fund | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due to 2006 DSF | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due to 2019 DSF | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due to 2021 DSF | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due to 2022 DSF | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due to Spring Lake Reverie | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Due to Sawmill Subdivision | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Deposit- Somerset | \$11,717 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$11,717 |
| Fund Equity | | | | | | | | | | | | |
| Net Assets | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Fund Balances | | | | | | | | | | | | |
| Unassigned | \$512,303 | \$316,652 | \$182,605 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$1,011,560 |
| Nonspendable- Prepaid | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$0 |
| Restricted for Capital Projects | ---- | ---- | ---- | ---- | ---- | ---- | ---- | \$2,085,392 | \$7,849 | \$5,607 | \$8,502 | \$2,107,350 |
| Restricted for Debt Service | ---- | ---- | ---- | \$2,163,889 | \$231,783 | \$425,106 | \$711,443 | ---- | ---- | ---- | ---- | \$3,532,221 |
| Total Liabilities, Fund Equity, Other | \$524,448 | \$319,396 | \$182,605 | \$2,163,889 | \$231,783 | \$425,106 | \$711,443 | \$2,085,392 | \$7,849 | \$5,607 | \$8,502 | \$6,666,019 |

Palm Coast Park
Community Development District
General Fund
Statement of Revenues & Expenditures
For Period Ending May 31, 2023

| | Adopted Budget | Prorated Budget 5/31/23 | Actual 5/31/23 | Variance |
|--|---------------------------|------------------------------------|---------------------------|-----------------|
| <u>Revenues</u> | | | | |
| Operations and Maintenance Assessments- Tax Roll | \$267,552 | \$267,552 | \$282,883 | \$15,331 |
| Assessments - Direct | \$18,452 | \$9,226 | \$13,839 | \$4,613 |
| Interest Earnings | \$1,500 | \$63 | \$63 | \$0 |
| Miscellaneous Income | \$0 | \$0 | \$0 | \$0 |
| Total Revenues | \$287,504 | \$276,841 | \$296,785 | \$19,944 |
| <u>Administrative Expenditures</u> | | | | |
| Supervisors Fees | \$12,000 | \$8,000 | \$4,000 | \$4,000 |
| FICA Taxes | \$924 | \$616 | \$306 | \$310 |
| Arbitrage | \$600 | \$400 | \$0 | \$400 |
| Dissemination Agent | \$3,250 | \$2,167 | \$2,267 | (\$100) |
| Assessment Administration | \$5,000 | \$5,000 | \$5,000 | \$0 |
| Engineering | \$7,980 | \$5,320 | \$575 | \$4,745 |
| Attorney Fees | \$12,000 | \$8,000 | \$3,775 | \$4,225 |
| Management Fees | \$42,000 | \$28,000 | \$28,000 | \$0 |
| Website Maintenance & Hosting | \$1,200 | \$800 | \$800 | \$0 |
| Website | \$1,553 | \$1,553 | \$1,553 | \$1 |
| Trustee Fees | \$4,500 | \$4,500 | \$4,364 | \$136 |
| Annual Audit | \$7,000 | \$7,000 | \$8,300 | (\$1,300) |
| Postage and Freight | \$2,500 | \$1,667 | \$1,882 | (\$215) |
| Insurance- General Liability | \$8,748 | \$8,748 | \$7,837 | \$911 |
| Printing and Binding | \$2,000 | \$1,333 | \$466 | \$868 |
| Legal Advertising | \$1,200 | \$800 | \$114 | \$686 |
| Tax Collector Fees | \$5,852 | \$5,852 | \$5,346 | \$506 |
| Contingency | \$947 | \$631 | \$0 | \$631 |
| Office Supplies | \$450 | \$300 | \$103 | \$197 |
| Meeting Room Rental | \$1,200 | \$800 | \$530 | \$270 |
| Dues & Licenses | \$175 | \$175 | \$175 | \$0 |
| Total Administrative | \$121,079 | \$91,662 | \$75,392 | \$16,271 |
| <u>Field Expenditures</u> | | | | |
| Professional Services | \$18,900 | \$12,600 | \$12,000 | \$600 |
| Landscape Maintenance | \$110,000 | \$73,333 | \$74,461 | (\$1,128) |
| Preserve Management | \$10,000 | \$6,667 | \$0 | \$6,667 |
| Repairs & Maintenance | \$8,131 | \$5,421 | \$5,744 | (\$323) |
| Insurance- Property & Casualty | \$15,607 | \$15,607 | \$14,936 | \$671 |
| Contingency | \$3,787 | \$2,525 | \$0 | \$2,525 |
| Total Field | \$166,425 | \$116,152 | \$107,141 | \$9,011 |
| Total Expenditures | \$287,504 | \$207,814 | \$182,533 | \$25,282 |
| Excess Revenue/(Expenditures) | \$0 | | \$114,252 | |
| Beginning Fund Balance | \$0 | | \$398,050 | |
| Ending Fund Balance | \$0 | | \$512,303 | |

Palm Coast Park
Community Development District
General Fund- Sawmill Subdivision
Statement of Revenues & Expenditures
For Period Ending May 31, 2023

| | Adopted Budget | Prorated Budget 5/31/23 | Actual 5/31/23 | Variance |
|--|---------------------------|------------------------------------|---------------------------|------------------|
| <u>Revenues</u> | | | | |
| Operations and Maintenance Assessments- Tax Roll | \$377,660 | \$377,660 | \$377,221 | (\$439) |
| Total Revenues | \$377,660 | \$377,660 | \$377,221 | (\$439) |
| <u>Administrative Expenditures</u> | | | | |
| Tax Collector Fees | \$7,553 | \$7,553 | \$7,540 | \$13 |
| Arbitrage | \$1,200 | \$800 | \$0 | \$800 |
| Trustee Fees | \$9,000 | \$3,103 | \$3,103 | \$0 |
| Dissemination Agent | \$5,000 | \$3,333 | \$2,333 | \$1,000 |
| Postage and Freight | \$1,500 | \$1,000 | \$0 | \$1,000 |
| Attorney Fees | \$2,000 | \$1,333 | \$0 | \$1,333 |
| Other Current Charges | \$1,400 | \$933 | \$58 | \$876 |
| Total Administrative | \$27,653 | \$18,056 | \$13,034 | \$5,022 |
| <u>Field Expenditures</u> | | | | |
| Professional Fees | \$14,400 | \$9,600 | \$6,000 | \$3,600 |
| Landscape Maintenance | \$174,000 | \$116,000 | \$44,969 | \$71,031 |
| Electricity- Streetlights | \$27,500 | \$18,333 | \$10,736 | \$7,597 |
| Electricity- Irrigation/Signs | \$1,600 | \$1,067 | \$448 | \$618 |
| Utility- Irrigation | \$44,600 | \$29,733 | \$7,201 | \$22,533 |
| R&M- Signage | \$2,000 | \$1,333 | \$0 | \$1,333 |
| R&M Storm Water- Pond | \$34,500 | \$23,000 | \$3,621 | \$19,379 |
| Repairs and Maintenance | \$12,500 | \$8,333 | \$1,061 | \$7,272 |
| Total Field | \$311,100 | \$207,400 | \$74,036 | \$133,364 |
| <u>Reserves</u> | | | | |
| Roadway Reserves | \$38,907 | \$0 | \$0 | \$0 |
| Total Reserves | \$38,907 | \$0 | \$0 | \$0 |
| Total Expenditures | \$377,660 | \$225,456 | \$87,071 | \$138,386 |
| Excess Revenue/(Expenditures) | \$0 | | \$290,151 | |
| Beginning Fund Balance | \$0 | | \$26,501 | |
| Ending Fund Balance | \$0 | | \$316,652 | |

Palm Coast Park
Community Development District
General Fund- Spring Lake Revere
Statement of Revenues & Expenditures
For Period Ending May 31, 2023

| | Adopted Budget | Prorated Budget 5/31/23 | Actual 5/31/23 | Variance |
|--|---------------------------|------------------------------------|---------------------------|-----------------|
| <u>Revenues</u> | | | | |
| Operations and Maintenance Assessments- Tax Roll | \$189,753 | \$189,753 | \$189,834 | \$81 |
| Deeveloper Contributions | \$29,997 | \$0 | \$0 | \$0 |
| Total Revenues | \$219,750 | \$189,753 | \$189,834 | \$81 |
| <u>Administrative Expenditures</u> | | | | |
| Tax Collector Fees | \$4,300 | \$3,793 | \$3,793 | \$0 |
| Arbitrage | \$600 | \$0 | \$0 | \$0 |
| Trustee Fees | \$4,500 | \$4,500 | \$3,103 | \$1,397 |
| Dissemination Agent | \$2,500 | \$1,667 | \$333 | \$1,333 |
| Postage and Freight | \$750 | \$0 | \$0 | \$0 |
| Attorney Fees | \$1,000 | \$0 | \$0 | \$0 |
| Other Current Charges | \$700 | \$0 | \$0 | \$0 |
| Total Administrative | \$14,350 | \$9,959 | \$7,229 | \$2,730 |
| <u>Field Expenditures</u> | | | | |
| Professional Fees | \$7,200 | \$0 | \$0 | \$0 |
| Landscape Maintenance | \$100,000 | \$0 | \$0 | \$0 |
| Electricity- Streetlights | \$42,000 | \$0 | \$0 | \$0 |
| Electricity- Irrigation/Signs | \$1,000 | \$0 | \$0 | \$0 |
| Utility- Irrigation | \$14,400 | \$0 | \$0 | \$0 |
| R&M- Signage | \$1,000 | \$0 | \$0 | \$0 |
| R&M Storm Water- Pond | \$10,300 | \$0 | \$0 | \$0 |
| Repairs and Maintenance | \$7,500 | \$0 | \$0 | \$0 |
| Total Field | \$183,400 | \$0 | \$0 | \$0 |
| <u>Reserves</u> | | | | |
| Roadway Reserves | \$22,000 | \$0 | \$0 | \$0 |
| Total Reserves | \$22,000 | \$0 | \$0 | \$0 |
| Total Expenditures | \$219,750 | \$9,959 | \$7,229 | \$2,730 |
| Excess Revenue/ (Expenditures) | \$0 | \$182,605 | | |
| Beginning Fund Balance | \$0 | \$0 | | |
| Ending Fund Balance | \$0 | \$182,605 | | |

Palm Coast Park

Community Development District

Debt Service Fund Series 2006
Statement of Revenues & Expenditures
For Period Ending May 31, 2023

| | Adopted Budget | Prorated Budget 5/31/23 | Actual 5/31/23 | Variance |
|---------------------------------------|--------------------|----------------------------|----------------------|----------------------|
| Revenues | | | | |
| Special Assessments- Tax Roll | \$2,115,346 | \$2,115,346 | \$1,938,078 | (\$177,268) |
| Special Assessments- Off Roll | \$145,314 | \$108,985 | \$108,985 | \$0 |
| Special Assessments- Prepayment | \$0 | \$0 | \$0 | \$0 |
| Interest Income | \$250 | \$167 | \$28,330 | \$28,164 |
| Total Revenues | \$2,260,910 | \$2,224,498 | \$2,075,393 | (\$149,105) |
| Expenditures | | | | |
| Tax Collector | \$45,213 | \$38,647 | \$38,647 | \$0 |
| Interfund Transfer Out | \$0 | \$0 | \$13,756 | (\$13,756) |
| Series 2006 | | | | |
| Interest-11/1 | \$635,550 | \$635,550 | \$635,550 | \$0 |
| Special Call-11/1 | \$0 | \$0 | \$1,790,000 | (\$1,790,000) |
| Principal-5/1 | \$970,000 | \$970,000 | \$890,000 | \$80,000 |
| Interest-5/1 | \$635,550 | \$635,550 | \$584,535 | \$51,015 |
| Special Call-5/1 | \$0 | \$0 | \$5,000 | (\$5,000) |
| Total Expenditures | \$2,286,313 | \$2,279,747 | \$3,957,488 | (\$1,677,741) |
| Excess Revenues/(Expenditures) | (\$25,404) | | (\$1,882,095) | |
| Beginning Fund Balance | \$822,583 | | \$4,045,984 | |
| Ending Fund Balance | \$797,179 | | \$2,163,889 | |
| | | Due From General | \$115 | |
| | | Reserve | \$1,428,605 | |
| | | Revenue | \$734,005 | |
| | | Prepayment | \$1,164 | |
| | | Interest | ---- | |
| | | Balance | \$2,163,889 | |

Palm Coast Park

Community Development District

Debt Service Fund Series 2019
Statement of Revenues & Expenditures
For Period Ending May 31, 2023

| | Adopted Budget | Prorated Budget 5/31/23 | Actual 5/31/23 | Variance |
|---------------------------------------|-------------------|----------------------------|-------------------|------------------|
| <u>Revenues</u> | | | | |
| Special Assessments- Tax Roll | \$200,861 | \$200,861 | \$200,951 | \$90 |
| Interest Income | \$50 | \$33 | \$3,138 | \$3,105 |
| Total Revenues | \$200,911 | \$200,895 | \$204,089 | \$3,194 |
| <u>Expenditures</u> | | | | |
| Tax Collector | \$4,017 | \$4,007 | \$4,007 | \$0 |
| Interfund Transfer Out | \$0 | \$0 | \$1,382 | (\$1,382) |
| <u>Series 2019</u> | | | | |
| Interest-11/1 | \$77,375 | \$77,375 | \$77,375 | \$0 |
| Principal-5/1 | \$40,000 | \$40,000 | \$40,000 | \$0 |
| Interest-5/1 | \$77,375 | \$77,375 | \$77,375 | \$0 |
| Total Expenditures | \$198,767 | \$198,757 | \$200,139 | (\$1,382) |
| Excess Revenues/(Expenditures) | \$2,144 | | \$3,950 | |
| Beginning Fund Balance | \$82,307 | | \$227,833 | |
| Ending Fund Balance | \$84,451 | | \$231,783 | |
| | Due From General | | \$594 | |
| | Reserve | | \$145,530 | |
| | Revenue | | \$85,659 | |
| | Balance | | \$231,783 | |

Palm Coast Park

Community Development District

Debt Service Fund Series 2021
Statement of Revenues & Expenditures
For Period Ending May 31, 2023

| | Adopted Budget | Prorated Budget 5/31/23 | Actual 5/31/23 | Variance |
|---------------------------------------|-------------------|----------------------------|-------------------|------------------|
| <u>Revenues</u> | | | | |
| Bond Proceeds | \$0 | \$0 | \$0 | \$0 |
| Special Assessments-Tax Roll | \$405,218 | \$405,218 | \$405,395 | \$177 |
| Interest Income | \$50 | \$33 | \$11,422 | \$11,388 |
| Interfund Transfer In | \$0 | \$0 | \$0 | \$0 |
| Total Revenues | \$405,268 | \$405,251 | \$416,817 | \$11,565 |
| <u>Expenditures</u> | | | | |
| Tax Collector | \$8,104 | \$8,082 | \$8,082 | \$0 |
| Interfund Transfer Out | \$0 | \$0 | \$5,968 | (\$5,968) |
| <u>Series 2021</u> | | | | |
| Interest-5/1 | \$144,449 | \$144,449 | \$144,449 | \$0 |
| Principal-5/1 | \$105,000 | \$105,000 | \$105,000 | \$0 |
| Interest-5/1 | \$144,449 | \$144,449 | \$144,449 | \$0 |
| Total Expenditures | \$402,002 | \$401,979 | \$407,947 | (\$5,968) |
| Excess Revenues/(Expenditures) | \$3,266 | | \$8,869 | |
| Beginning Fund Balance | \$144,484 | | \$416,237 | |
| Ending Fund Balance | \$147,750 | | \$425,106 | |

| | |
|------------------|------------------|
| Due From General | \$24 |
| Reserve | \$271,395 |
| Revenue | \$153,687 |
| Cap Interest | ---- |
| Balance | \$425,106 |

Palm Coast Park
Community Development District
Debt Service Fund Series 2022
Statement of Revenues & Expenditures
For Period Ending May 31, 2023

| | Adopted Budget | Prorated Budget 5/31/23 | Actual 5/31/23 | Variance |
|---------------------------------------|---------------------------|------------------------------------|---------------------------|------------------|
| <u>Revenues</u> | | | | |
| Special Assessments-Tax Roll | \$820,478 | \$820,478 | \$820,845 | \$367 |
| Interest Income | \$50 | \$33 | \$9,858 | \$9,824 |
| Interfund Transfer In | \$0 | \$0 | \$0 | \$0 |
| Total Revenues | \$820,528 | \$820,511 | \$830,702 | \$10,191 |
| <u>Expenditures</u> | | | | |
| Tax Collector | \$16,410 | \$16,372 | \$16,372 | \$0 |
| Interfund Transfer Out | \$0 | \$0 | \$2,589 | (\$2,589) |
| <u>Series 2022</u> | | | | |
| Interest Expense 11/1 | \$218,104 | \$218,104 | \$218,104 | \$0 |
| Principal Expense 5/1 | \$200,000 | \$200,000 | \$200,000 | \$0 |
| Interest Expense 5/1 | \$301,991 | \$301,991 | \$301,991 | \$0 |
| Total Expenditures | \$720,095 | \$720,095 | \$739,056 | (\$2,588) |
| Excess Revenues/(Expenditures) | \$100,433 | | \$91,647 | |
| Beginning Fund Balance | \$218,104 | | \$619,797 | |
| Ending Fund Balance | \$318,537 | | \$711,443 | |

| | |
|------------------|------------------|
| Due From General | \$1,501 |
| Reserve | \$402,930 |
| Revenue | \$307,012 |
| Cap Interest | ---- |
| Balance | \$711,443 |

Palm Coast Park
Community Development District
 Capital Projects Fund
 Statement of Revenues & Expenditures
 For Period Ending May 31, 2023

| | Series 2006 | Series 2019 | Series 2021 | Series 2022 |
|---------------------------------------|--------------------|----------------|------------------|----------------|
| <u>Revenues</u> | | | | |
| Interest Income | \$19,356 | \$66 | \$2,312 | \$59 |
| Interfund Transfer In | \$13,758 | \$1,382 | \$5,968 | \$2,589 |
| Impact Fees | \$41,663 | \$0 | \$0 | \$0 |
| Bond Proceeds | \$0 | \$0 | \$0 | \$0 |
| Bond Premium | \$0 | \$0 | \$0 | \$0 |
| Total Revenues | \$74,777 | \$1,448 | \$8,281 | \$2,648 |
| <u>Expenditures</u> | | | | |
| Capital Outlay | \$0 | \$0 | (\$2,834) | \$0 |
| Interfund Transfer Out | \$0 | \$0 | \$0 | \$0 |
| Cost of Issuance | \$0 | \$0 | \$0 | \$0 |
| Underwriters Discount | \$0 | \$0 | \$0 | \$0 |
| Total Expenditures | \$0 | \$0 | (\$2,834) | \$0 |
| Excess Revenues/(Expenditures) | \$74,777 | \$1,448 | \$11,114 | \$2,648 |
| Beginning Fund Balance | \$2,010,614 | \$6,401 | (\$5,507) | \$5,854 |
| Ending Fund Balance | \$2,085,392 | \$7,849 | \$5,607 | \$8,502 |

Palm Coast Park CDD
General Fund
Month to Month

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|--|-------------------|-----------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|------------|------------|------------|------------|------------------|
| <u>Revenues</u> | | | | | | | | | | | | | |
| Operations and Maintenance Assessments- Tax Roll | \$0 | \$85,085 | \$177,538 | \$10,079 | \$9,392 | \$483 | \$307 | \$0 | \$0 | \$0 | \$0 | \$0 | \$282,883 |
| Assessments - Direct | \$0 | \$0 | \$9,226 | \$0 | \$0 | \$4,613 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$13,839 |
| Interest Earnings | \$0 | \$63 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$63 |
| Miscellaneous Income | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$- |
| Total Revenues | \$0 | \$85,148 | \$186,764 | \$10,079 | \$9,392 | \$5,096 | \$307 | \$0 | \$0 | \$0 | \$0 | \$0 | \$296,785 |
| <u>Administrative Expenditures</u> | | | | | | | | | | | | | |
| Supervisors Fees | \$600 | \$1,000 | \$0 | \$1,000 | \$0 | \$800 | \$0 | \$600 | \$0 | \$0 | \$0 | \$0 | \$4,000 |
| FICA Taxes | \$46 | \$77 | \$0 | \$77 | \$0 | \$61 | \$0 | \$46 | \$0 | \$0 | \$0 | \$0 | \$306 |
| Arbitrage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$- |
| Dissemination Agent | \$208 | \$708 | \$208 | \$208 | \$208 | \$208 | \$308 | \$208 | \$0 | \$0 | \$0 | \$0 | \$2,267 |
| Assessmnet Administration | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 |
| Engineering | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$575 | \$0 | \$0 | \$0 | \$0 | \$0 | \$575 |
| Attorney Fees | \$0 | \$822 | \$0 | \$0 | \$1,610 | \$834 | \$508 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,775 |
| Management Fees | \$3,500 | \$3,500 | \$3,500 | \$3,500 | \$3,500 | \$3,500 | \$3,500 | \$3,500 | \$0 | \$0 | \$0 | \$0 | \$28,000 |
| Website Maintenance & Hosting | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$0 | \$0 | \$0 | \$0 | \$800 |
| Website | \$1,553 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,553 |
| Trustee Fees | \$4,364 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,364 |
| Annual Audit | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,000 | \$5,300 | \$0 | \$0 | \$0 | \$0 | \$0 | \$8,300 |
| Postage and Freight | \$117 | \$13 | \$341 | \$310 | \$208 | \$361 | \$421 | \$111 | \$0 | \$0 | \$0 | \$0 | \$1,882 |
| Insurance- General Liability | \$7,837 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,837 |
| Printing and Binding | \$75 | \$133 | \$113 | \$0 | \$63 | \$0 | \$83 | \$0 | \$0 | \$0 | \$0 | \$0 | \$466 |
| Legal Advertising | \$0 | \$81 | \$0 | \$34 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$114 |
| Tax Collector Fees | \$0 | \$0 | \$4,940 | \$202 | \$188 | \$10 | \$6 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,346 |
| Contingency | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$- |
| Office Supplies | \$20 | \$21 | \$20 | \$0 | \$20 | \$1 | \$20 | \$0 | \$0 | \$0 | \$0 | \$0 | \$103 |
| Meeting Room Rental | \$110 | \$0 | \$0 | \$110 | \$110 | \$110 | \$90 | \$0 | \$0 | \$0 | \$0 | \$0 | \$530 |
| Dues & Licenses | \$175 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$175 |
| Total Administrative | \$23,704 | \$6,453 | \$9,223 | \$5,540 | \$6,008 | \$8,985 | \$10,912 | \$4,565 | \$0 | \$0 | \$0 | \$0 | \$75,392 |
| <u>Field Expenditures</u> | | | | | | | | | | | | | |
| Professional Services | \$1,500 | \$1,500 | \$1,500 | \$1,500 | \$1,500 | \$1,500 | \$1,500 | \$1,500 | \$0 | \$0 | \$0 | \$0 | \$12,000 |
| Landscape Maintenance | \$12,060 | \$8,915 | \$8,915 | \$8,915 | \$8,915 | \$8,915 | \$8,915 | \$8,915 | \$0 | \$0 | \$0 | \$0 | \$74,461 |
| Preserve Management | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$- |
| Repairs & Maintenance | \$0 | \$2,940 | \$0 | \$0 | \$0 | \$2,804 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,744 |
| Insurance- Property & Casualty | \$14,936 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$14,936 |
| Contingency | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$- |
| Total Field | \$28,496 | \$13,355 | \$10,415 | \$10,415 | \$10,415 | \$13,219 | \$10,415 | \$10,415 | \$0 | \$0 | \$0 | \$0 | \$107,141 |
| Total Expenditures | \$52,200 | \$19,808 | \$19,638 | \$15,955 | \$16,422 | \$22,204 | \$21,327 | \$14,980 | \$0 | \$0 | \$0 | \$0 | \$182,533 |
| Excess Revenue/(Expenditures) | (\$52,200) | \$65,340 | \$167,126 | (\$5,876) | (\$7,030) | (\$17,108) | (\$21,020) | (\$14,980) | \$0 | \$0 | \$0 | \$0 | \$114,252 |

Palm Coast Park CDD
General Fund- Sawmill Creek
Month to Month

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|--|-------------------|-----------------|------------------|------------------|-----------------|------------------|------------------|------------------|------------|------------|------------|------------|-------------------|
| <u>Revenues</u> | | | | | | | | | | | | | |
| Operations and Maintenance Assessments- Tax Roll | \$0 | \$98,045 | \$250,581 | \$14,225 | \$13,256 | \$681 | \$433 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 377,221 |
| Total Revenues | \$0 | \$98,045 | \$250,581 | \$14,225 | \$13,256 | \$681 | \$433 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 377,221 |
| <u>Administrative Expenditures</u> | | | | | | | | | | | | | |
| Tax Collector Fees | \$0 | \$0 | \$1,961 | \$5,012 | \$280 | \$279 | \$9 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 7,540 |
| Arbitrage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| Trustee Fees | \$0 | \$0 | \$0 | \$3,103 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 3,103 |
| Dissemination Agent | \$292 | \$292 | \$292 | \$292 | \$292 | \$292 | \$292 | \$292 | \$0 | \$0 | \$0 | \$0 | \$ 2,333 |
| Postage and Freight | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| Attorney Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| Other Current Charges | \$4 | \$17 | \$37 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 58 |
| Total Administrative | \$296 | \$309 | \$2,290 | \$8,406 | \$572 | \$570 | \$300 | \$292 | \$0 | \$0 | \$0 | \$0 | \$ 13,034 |
| <u>Field Expenditures</u> | | | | | | | | | | | | | |
| Professional Fees | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$0 | \$0 | \$0 | \$0 | \$ 6,000 |
| Landscape Maintenance | \$4,533 | \$4,268 | \$16,062 | \$4,853 | \$3,813 | \$3,813 | \$3,813 | \$3,813 | \$0 | \$0 | \$0 | \$0 | \$ 44,969 |
| Electricity- Streetlights | \$1,294 | \$1,274 | \$1,294 | \$1,371 | \$1,371 | \$1,371 | \$1,383 | \$1,379 | \$0 | \$0 | \$0 | \$0 | \$ 10,736 |
| Electricity- Irrigation/Signs | \$56 | \$56 | \$56 | \$56 | \$56 | \$56 | \$56 | \$56 | \$0 | \$0 | \$0 | \$0 | \$ 448 |
| Utility- Irrigation | \$5,563 | \$18 | \$17 | \$31 | \$32 | \$398 | \$572 | \$570 | \$0 | \$0 | \$0 | \$0 | \$ 7,201 |
| R&M- Signage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| R&M Storm Water- Pond | \$453 | \$453 | \$453 | \$453 | \$453 | \$453 | \$453 | \$453 | \$0 | \$0 | \$0 | \$0 | \$ 3,621 |
| Repairs and Maintenance | \$0 | \$0 | \$0 | \$0 | \$1,061 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 1,061 |
| Total Field | \$12,649 | \$6,819 | \$18,632 | \$7,514 | \$7,535 | \$6,841 | \$7,026 | \$7,021 | \$0 | \$0 | \$0 | \$0 | \$ 74,036 |
| <u>Reserves</u> | | | | | | | | | | | | | |
| Roadway Reserves | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| Total Reserves | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| Total Expenditures | \$12,945 | \$7,127 | \$20,921 | \$15,920 | \$8,107 | \$7,411 | \$7,327 | \$7,312 | \$0 | \$0 | \$0 | \$0 | \$ 87,071 |
| Excess Revenue/(Expenditures) | (\$12,945) | \$90,918 | \$229,659 | (\$1,695) | \$5,149 | (\$6,730) | (\$6,894) | (\$7,312) | \$0 | \$0 | \$0 | \$0 | \$ 290,151 |

Palm Coast Park CDD
General Fund- Spring Lake Reverie
Month to Month

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|--|------------|-----------------|------------------|----------------|----------------|--------------|--------------|---------------|------------|------------|------------|------------|-------------------|
| <u>Revenues</u> | | | | | | | | | | | | | |
| Operations and Maintenance Assessments- Tax Roll | \$0 | \$49,339 | \$126,104 | \$7,159 | \$6,671 | \$343 | \$218 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 189,834 |
| Total Revenues | \$0 | \$49,339 | \$126,104 | \$7,159 | \$6,671 | \$343 | \$218 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 189,834 |
| <u>Administrative Expenditures</u> | | | | | | | | | | | | | |
| Tax Collector Fees | \$0 | \$0 | \$987 | \$0 | \$2,661 | \$140 | \$4 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 3,793 |
| Arbitrage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Trustee Fees | \$0 | \$0 | \$0 | \$3,103 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 3,103 |
| Dissemination Agent | \$0 | \$0 | \$0 | \$0 | \$83 | \$83 | \$83 | \$83 | \$0 | \$0 | \$0 | \$0 | \$ 333 |
| Postage and Freight | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Attorney Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Other Current Charges | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Total Administrative | \$0 | \$0 | \$987 | \$3,103 | \$2,745 | \$224 | \$88 | \$83 | \$0 | \$0 | \$0 | \$0 | \$ 7,229 |
| <u>Field Expenditures</u> | | | | | | | | | | | | | |
| Professional Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Landscape Maintenance | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Electricity- Streetlights | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Electricity- Irrigation/Signs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Utility- Irrigation | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| R&M- Signage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| R&M Storm Water- Pond | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Repairs and Maintenance | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Total Field | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| <u>Reserves</u> | | | | | | | | | | | | | |
| Roadway Reserves | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Total Reserves | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ - |
| Total Expenditures | \$0 | \$0 | \$987 | \$3,103 | \$2,745 | \$224 | \$88 | \$83 | \$0 | \$0 | \$0 | \$0 | \$ 7,229 |
| Excess Revenue/(Expenditures) | \$0 | \$49,339 | \$125,117 | \$4,056 | \$3,926 | \$119 | \$130 | (\$83) | \$0 | \$0 | \$0 | \$0 | \$ 182,605 |

**Palm Coast Park
Community Development District
Long Term Debt Report**

Series 2006 Special Assessment Bonds

| | |
|---------------------------------------|---------------------|
| Interest Rate: | 5.70% |
| Maturity Date: | 5/1/37 |
| Reserve Fund Definition: | 6.966 % Outstanding |
| Reserve Fund Requirement: | \$ 1,366,381 |
| Reserve Fund Balance: | \$ 1,428,605 |
| | |
| Bonds Outstanding- 6/30/2015 | \$ 31,780,000 |
| Less: May 1, 2008 (Mandatory) | \$ (410,000) |
| Less: May 1, 2009 (Mandatory) | \$ (435,000) |
| Less: May 1, 2010 (Mandatory) | \$ (460,000) |
| Less: May 1, 2011 (Mandatory) | \$ (490,000) |
| Less: May 1, 2012 (Mandatory) | \$ (515,000) |
| Less: May 1, 2013 (Mandatory) | \$ (545,000) |
| Less: May 1, 2014 (Mandatory) | \$ (580,000) |
| Less: May 1, 2015 (Mandatory) | \$ (615,000) |
| Less: May 1, 2016 (Mandatory) | \$ (650,000) |
| Less: May 1, 2017 (Mandatory) | \$ (685,000) |
| Less: May 1, 2018 (Mandatory) | \$ (730,000) |
| Less: May 1, 2019 (Mandatory) | \$ (770,000) |
| Less: May 1, 2020 (Mandatory) | \$ (815,000) |
| Less: May 1, 2021 (Mandatory) | \$ (865,000) |
| Less: May 1, 2022 (Mandatory) | \$ (915,000) |
| Less: November 1, 2022 (Special Call) | \$ (1,790,000) |
| Less: May 1, 2023 (Mandatory) | \$ (890,000) |
| Less: November 1, 2022 (Special Call) | \$ (5,000) |
| | |
| Current Bonds Outstanding | \$ 19,615,000 |

Series 2019 Special Assessment Bonds

| | |
|-------------------------------|--------------|
| Interest Rate: | 3.4% - 4.3% |
| Maturity Date: | 5/1/50 |
| Reserve Fund Definition: | 50% MADS |
| Reserve Fund Requirement: | \$ 145,564 |
| Reserve Fund Balance: | \$ 145,530 |
| | |
| Bonds Outstanding- 12/04/19 | \$ 3,770,000 |
| Less: May 1, 2021 (Mandatory) | \$ (40,000) |
| Less: May 1, 2022 (Mandatory) | \$ (40,000) |
| Less: May 1, 2023 (Mandatory) | \$ (40,000) |
| | |
| Current Bonds Outstanding | \$ 3,650,000 |

Series 2021 Special Assessment Bonds- Spring Lake Tracts 2 & 3

| | |
|-------------------------------|--------------|
| Interest Rate: | 2.4-4.0% |
| Maturity Date: | 5/1/52 |
| Reserve Fund Definition: | 50% MADS |
| Reserve Fund Requirement: | \$ 271,395 |
| Reserve Fund Balance: | \$ 271,395 |
| | |
| Bonds Outstanding- 12/23/2021 | \$ 8,065,000 |
| Less: May 1, 2023 (Mandatory) | \$ (105,000) |

Palm Coast Park
Community Development District
Long Term Debt Report

| | |
|---------------------------|--------------|
| Current Bonds Outstanding | \$ 7,960,000 |
|---------------------------|--------------|

Series 2022 Special Assessment Bonds- Sawmill Branch Phase 2

| | |
|----------------------------------|-------------------|
| Interest Rate: | 4.15-5.125% |
| Maturity Date: | 5/1/51 |
| Reserve Fund Definition: | 50% MADS |
| Reserve Fund Requirement: | \$ 401,692 |
| Reserve Fund Balance: | \$ 402,930 |
| Bonds Outstanding- 6/10/2022 | \$ 12,225,000 |
| Less: May 1, 2023 (Mandatory) | \$ (200,000) |
| Current Bonds Outstanding | \$ 12,025,000 |

Palm Coast Park
Community Development District
Construction Schedule, Series 2021

| Date | Requisition # | Contractor | Description | Amount |
|---------------------------------------|---------------|------------------------|--|--------------------------|
| 12/16/21 | | | Bond issuance proceeds series 2021 | \$ 7,387,002.97 |
| 1/1/22 | | | Interest | \$ 36.90 |
| 1/2/22 | | | Transfer from Reserve | \$ 1.36 |
| 2/1/22 | | | Interest | \$ 37.56 |
| 2/2/22 | | | Transfer from Reserve | \$ 1.38 |
| 3/1/22 | | | Interest | \$ 28.71 |
| 3/2/22 | | | Transfer from Reserve | \$ 1.26 |
| 4/1/22 | | | Interest | \$ 21.52 |
| 4/2/22 | | | Transfer from Reserve | \$ 1.38 |
| 5/1/22 | | | Interest | \$ 19.08 |
| 5/2/22 | | | Transfer from Reserve | \$ 1.34 |
| 6/1/22 | | | Interest | \$ 472.66 |
| 6/2/22 | | | Transfer from Reserve | \$ 36.71 |
| 7/1/22 | | | Interest | \$ 1,289.68 |
| 7/2/22 | | | Transfer from Reserve | \$ 114.45 |
| 7/2/22 | | | Transfer Cost of Issuance | \$ 19,766.22 |
| 8/1/22 | | | Interest | \$ 1,971.27 |
| 8/2/22 | | | Transfer from Reserve | \$ 219.71 |
| 9/1/22 | | | Interest | \$ 2,132.10 |
| 9/2/22 | | | Transfer from Reserve | \$ 355.44 |
| 10/1/22 | | | Interest | \$ 1,649.13 |
| 10/2/22 | | | Transfer from Reserve | \$ 409.29 |
| 11/1/22 | | | Transfer from Reserve | \$ 555.14 |
| 12/1/22 | | | Interest | \$ 1.38 |
| 12/1/22 | | | Transfer from Reserve | \$ 693.02 |
| 1/3/23 | | | Interest | \$ 3.59 |
| 1/4/23 | | | Transfer from Reserve | \$ 792.18 |
| 2/1/23 | | | Interest | \$ 6.11 |
| 2/2/23 | | | Transfer from Reserve | \$ 843.02 |
| 3/1/23 | | | Interest | \$ 8.54 |
| 3/2/23 | | | Transfer from Reserve | \$ 808.57 |
| 4/3/23 | | | Interest | \$ 12.53 |
| 4/4/23 | | | Transfer from Reserve | \$ 922.46 |
| 5/1/23 | | | Interest | \$ 15.85 |
| 5/2/23 | | | Transfer from Reserve | \$ 944.61 |
| TOTAL SOURCES | | | | \$ 7,421,177.12 |
| 2/18/22 | 1 | Spring Lake Asset, LLC | Spring Lake Payment Application Nos 1, 2, & 3 (Progress Payments - P & S Paving, Inc.) | \$ (3,041,171.48) |
| 3/8/22 | 2 | Spring Lake Asset, LLC | Spring Lake Payment Application #4 (Progress Payments - P & S Paving, Inc.) | \$ (151,558.03) |
| 3/31/22 | 3 | Spring Lake Asset, LLC | Spring Lake Payment Application #5 (Progress Payments - P & S Paving, Inc.) | \$ (317,127.39) |
| 4/26/22 | 4 | Spring Lake Asset, LLC | Spring Lake Payment Application #6 (Progress Payments - P & S Paving, Inc.) | \$ (382,995.91) |
| 5/25/22 | 5 | Spring Lake Asset, LLC | Spring Lake Payment Application #7 (Progress Payments - P & S Paving, Inc.) | \$ (442,409.35) |
| 7/5/22 | 6 | Spring Lake Asset, LLC | Spring Lake Payment Application #8 (Progress Payments - P & S Paving, Inc.) | \$ (744,321.21) |
| 8/4/22 | 7 | Spring Lake Asset, LLC | Spring Lake Payment Application #9 (Progress Payments - P & S Paving, Inc.) | \$ (750,545.85) |
| 9/14/22 | 8 | Spring Lake Asset, LLC | Spring Lake Payment Application #10 (Progress Payments - P & S Paving, Inc.) | \$ (790,086.12) |
| 10/13/22 | 9 | Spring Lake Asset, LLC | Spring Lake Payment Application #11 (Progress Payments - P & S Paving, Inc.) | \$ (792,384.53) |
| 10/13/22 | 10 | Spring Lake Asset, LLC | Spring Lake Payment Application #12 (Progress Payments - P & S Paving, Inc.) | \$ (2,970.25) |
| TOTAL USES | | | | \$ (7,415,570.12) |
| ADJUSTED REMAINING BALANCE | | | | \$ 5,607.00 |
| Investment Balance Per Bank Statement | | | | \$ 5,607.00 |
| Less: Outstanding Requisitions | | | | \$ - |
| Adjusted Balance | | | | \$ 5,607.00 |
| Variance | | | | \$ (0.00) |

Palm Coast Park
Community Development District
Construction Schedule, Series 2022

| Date | Requisition # | Contractor | Description | Amount |
|---------------------------------------|---------------|---------------------------------------|--|---------------------------|
| 6/21/22 | | | Bond issuance proceeds series 2022 | \$ 11,393,097.58 |
| 7/5/22 | | | Interest | \$ 15.82 |
| 8/2/22 | | | Interest | \$ 49.05 |
| 9/2/22 | | | Interest | \$ 49.05 |
| 9/6/22 | | | Interest | \$ 7.91 |
| 9/20/22 | | | Transfer from Reserve | \$ 4.02 |
| 12/1/22 | | | Transfer from Reserve | \$ 5,868.29 |
| 1/4/23 | | | Interest | \$ 2.42 |
| 2/1/23 | | | Transfer from Reserve | \$ 863.06 |
| 2/2/23 | | | Interest | \$ 8.82 |
| 3/2/23 | | | Interest | \$ 9.10 |
| 4/4/23 | | | Interest | \$ 10.47 |
| 5/2/23 | | | Interest | \$ 10.26 |
| 5/3/23 | | | Transfer from Reserve | \$ 1,725.56 |
| TOTAL SOURCES | | | | \$ 11,401,721.41 |
| 9/7/22 | 1 | Forestar (USA) Real Estate Group Inc. | Sawmill Branch Phase 1 & 2 (Construction Costs - Earthworks of Florida, LLC Pay Application #21) | \$ (9,786,899.52) |
| 9/7/22 | 1 | Palm Coast Park CDD | Sawmill Branch Phase 1 & 2 (Construction Costs - Earthworks of Florida, LLC Pay Application #21) | \$ (1,606,319.89) |
| TOTAL USES | | | | \$ (11,393,219.41) |
| ADJUSTED REMAINING BALANCE | | | | \$ 8,502.00 |
| Investment Balance Per Bank Statement | | | | \$ 8,502.00 |
| Less: Outstanding Requisitions | | | | \$ - |
| Adjusted Balance | | | | \$ 8,502.00 |
| Variance | | | | \$ 0.00 |

**PALM COAST PARK
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENTS FY2023 RECEIPTS

Certified to Tax Collector

| | | | | | | | | | | | | | | | | |
|-------------------|----|-----------|----|-----------|----|---------|----|---------|----|---------|----|---------|----|---------|----|---------|
| GROSS ASSESSMENTS | \$ | 4,372,658 | \$ | 2,017,939 | \$ | 209,231 | \$ | 422,102 | \$ | 854,665 | \$ | 197,660 | \$ | 392,770 | \$ | 278,291 |
| NET ASSESSMENTS | \$ | 4,197,751 | \$ | 1,937,221 | \$ | 200,862 | \$ | 405,218 | \$ | 820,478 | \$ | 189,754 | \$ | 377,059 | \$ | 267,159 |

| DISTRIBUTION DATE | NET ASSESSMENTS RECEIVED | DEBT SERVICE SERIES 2006 | DEBT SERVICE SERIES 2019 | DEBT SERVICE SERIES 2021 | DEBT SERVICE SERIES 2022 | O&M SPRING LAKE REVERIE | O&M SAWMILL SUBDIVISION | O&M ASSESSMENTS |
|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------|-------------------------|---------------------|
| 11/18/22 | \$ 15,605.89 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 15,605.89 |
| 11/23/22 | \$ 1,091,576.06 | \$ 503,751.67 | \$ 52,231.81 | \$ 105,372.20 | \$ 213,355.71 | \$ 49,343.31 | \$ 98,049.78 | \$ 69,471.58 |
| 12/09/22 | \$2,789,685.73 | \$ 1,287,412.66 | \$ 133,486.21 | \$ 269,294.41 | \$ 545,262.40 | \$ 126,104.20 | \$ 250,580.87 | \$ 177,544.98 |
| 12/19/22 | \$6,448.39 | \$ 2,975.87 | \$ 308.55 | \$ 622.48 | \$ 1,260.38 | \$ 291.49 | \$ 579.22 | \$ 410.40 |
| 12/29/22 | \$151,916.87 | \$ 70,108.15 | \$ 7,269.21 | \$ 14,664.86 | \$ 29,693.15 | \$ 6,867.21 | \$ 13,645.79 | \$ 9,668.50 |
| 01/30/23 | \$147,575.79 | \$ 68,104.78 | \$ 7,061.49 | \$ 14,245.81 | \$ 28,844.66 | \$ 6,670.98 | \$ 13,255.86 | \$ 9,392.21 |
| 02/27/23 | \$7,585.25 | \$ 3,500.52 | \$ 362.95 | \$ 732.22 | \$ 1,482.59 | \$ 342.88 | \$ 681.34 | \$ 482.75 |
| 03/30/23 | \$4,819.82 | \$ 2,224.30 | \$ 230.63 | \$ 465.27 | \$ 942.07 | \$ 217.87 | \$ 432.94 | \$ 306.74 |
| TOTAL COLLECTED | \$4,215,213.80 | \$1,938,077.95 | \$200,950.85 | \$405,397.25 | \$820,840.96 | \$189,837.94 | \$377,225.80 | \$282,883.05 |
| PERCENTAGE COLLECTED | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 106% |

| | | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 0.461490212 | 0.047849908 | 0.096532167 | 0.195456567 | 0.045203729 | 0.089824051 | 0.063643365 |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|

Direct Assessments

| Owner | Due Date | Net Assessments Invoiced | Debt Service Series 2006 | O&M Assessments | Date Paid | Amount Paid | Balance Due |
|--------------|-----------------|--------------------------|--------------------------|---------------------|-----------|----------------------|---------------------|
| KB Homes | 12/1/2022 - 50% | \$ 81,882.56 | \$ 72,656.80 | \$ 9,225.76 | 12/27/22 | \$ 81,882.56 | \$ - |
| KB Homes | 2/1/2023 - 25% | \$ 40,941.28 | \$ 36,328.40 | \$ 4,612.88 | 2/21/23 | \$ 40,941.28 | \$ - |
| KB Homes | 5/1/2023 - 25% | \$ 40,941.28 | \$ 36,328.40 | \$ 4,612.88 | | \$ - | \$ 40,941.28 |
| Total | | \$ 163,765.12 | \$ 145,313.60 | \$ 18,451.52 | | \$ 122,823.84 | \$ 40,941.28 |