

Boggy Branch Community Development District

3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817 - 407-723-5900- FAX 407-723-5901
www.boggybranchcdd.net

The special meeting of the Board of Supervisors of **Boggy Branch Community Development District** will be held on **Thursday, December 7, 2023, at 11:00 am at 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL, 32258**. The following is the proposed agenda for this meeting.

Dial-In: 1-844-621-3956

Access Code: 2536 634 0209 #

Join online: <https://pfmcdd.webex.com/join/carvalhov>

SPECIAL BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

General Business Matters

1. Consideration of Minutes of the October 19, 2023, Board of Supervisors Meeting
2. Consideration of Supplemental Engineer's Report
3. Consideration of Master Methodology for Phase 2
4. Consideration of Resolution 2024-01, Assessment Resolution for Series 2024
5. Consideration of Resolution 2024-02, Setting Public Hearing on Special Assessments Series 2024
6. Consideration of Resolution 2024-03. Election of Officers
7. Consideration of Resolution 2024-04, Designating Authorized Signatories for the District's Bank Account(s)
8. Discussion Pertaining to Ryals Creek CDD Interlocal Agreement
9. Ratification of Purchase Requisition Request Form
10. Ratification of Requisitions No. 202 – 219
11. Ratification of Payment Authorizations Nos. 97 – 101
12. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests
- **Adjournment**



**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Minutes of the October 19, 2023
Board of Supervisors Meeting

MINUTES OF MEETING

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

Thursday, October 19, 2023 at 12:00 p.m.

**14775 Old St. Augustine Road, Suite 3
Jacksonville, FL 32258**

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

Kelly White	Chairperson	
James Stowers	Vice Chairperson	
Andy Hagan	Assistant Secretary	
K.C. Middleton	Assistant Secretary	
Jon Morris	Assistant Secretary	(via phone)

Also, present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC	
Venessa Ripoll	District Manager - PFM Group Consulting LLC	(via phone)
Jorge Jimenez	Asst. District Manager - PFM Group Consulting LLC	(via phone)
Jennifer Glasgow	District Accountant- PFM Group Consulting LLC	(via phone)
Katie Buchanan	District Counsel - Kutak Rock LLP	(via phone)
Sete Zare	Underwriter- MBS Capital Markets	
	(via phone)	
Mike Veazey	ICI Homes	
Scott Wild	District Engineer- England-Thims & Miller	
Keith Donnelly	Representative from David Weekley Homes	
Nika Hosseini	Representative from Cobb Cole Attorneys at Law	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll

The meeting was called to order at 12:01 p.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above.

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of Minutes of the
July 20, 2023, Board of
Supervisors Meeting**

The Board reviewed the Minutes of the July 20, 2023 Board of Supervisors' Meeting.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board approved the Minutes of the July 20, 2023 Board of Supervisor's Meeting.

**Consideration of FY 2023 Audit
Engagement Letter**

Ms. Carvalho noted that the engagement letter is in line with what has previously been presented and the cost for service.

ON MOTION by Mr. Hagan, seconded by Mr. Stowers, with all in favor, the Board approved the FY 2023 Audit Engagement Letter.

**Ratification of FY 2024 DM Fee
Agreement**

Ms. Carvalho noted that the fee is reflected in the adopted budget for FY 2024.

ON MOTION by Mr. Hagan, seconded by Mr. Middleton, with all in favor, the Board ratified the FY 2024 DM Fee Agreement.

**Ratification of England, Thims &
Miller Work Authorization (WA) No.
15 for General Consulting
Engineering Services**

ON MOTION by Mr. Middleton, seconded by Mr. Stowers, with all in favor, the Board ratified England, Thims & Miller WA No. 15 for General Consulting Engineering Services.

**Discussion Pertaining to Ryals
Creek CDD Interlocal Agreement**

Ms. Buchanan stated that the interlocal agreement is likely to be subject to some negotiated changes in the upcoming months in connection with the real estate closing of the Phase 2 lands. No action is required at this point in time.

**Ratification of Requisitions Nos.
198 – 201**

ON MOTION by Mr. Hagan, seconded by Mr. Middleton, with all in favor, the Board ratified Requisitions Nos. 198 – 201.

**Ratification of Payment
Authorizations Nos. 87 – 96**

ON MOTION by Mr. Hagan, seconded by Mr. Middleton, with all in favor, the Board ratified Payment Authorizations Nos. 87 – 96.

**Review of District Financial
Statements**

The Board reviewed the District Financial Statements as of September 30, 2023.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Ms. Buchanan confirmed that the transfer of landscape maintenance to Ryals Creek in connections with Generations Avenue has happened. Boggy Branch will no longer pay for the landscape. She also announced Kutak Rock’s resignation of legal representation for the District as of December 1, 2023.

Ms. Carvalho stated that the District had received an engagement letter from Cobb Cole Attorneys at Law for District Counsel services.

ON MOTION by Mr. Hagan, seconded by Ms. White, with all in favor, the Board accepted the engagement letter from Cobb Cole Attorneys at Law for District Counsel services.

District Engineer – No report.

District Manager – Ms. Carvalho stated that the next meeting is scheduled for January 18, 2024 at 12:00 p.m.

Audience Comments and Supervisors Requests

Ms. White asked that the Board consider the MBS Capital Markets engagement letter in substantial form and not to exceed the amount stated in the letter.

ON MOTION by Ms. White, seconded by Mr. Hagan, with all in favor, the Board approved the MBS Capital Markets engagement letter in substantial form, subject to final sign off by the District Chair.

A resident asked what the process is for when homeowners discover issues in the community, such as broken sprinkler heads and who to report these type of items. The resident was instructed that Leland Management should be contacted for those issues. He also asked about the long term plan pertaining to the drainage on the roads and mentioned the amount of the debris on the side of the roads. He also asked about the Amenity Center and who’s in charge of what is happening with it, Mr. Veazey provided an update. Ms. White noted that the Amenity Center, while under construction, is under the Developer Contribution before it is acquired by the District.

FOURTH ORDER OF BUSINESS

Adjournment

There were no additional items to discuss. Ms. Carvalho requested a motion to adjourn.

ON MOTION by Ms. White, seconded by Mr. Stowers, with all in favor, the October 19, 2023 Board of Supervisors' Meeting of the Boggy Branch Community Development District was adjourned at 12:26 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Supplemental Engineer's Report

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT
SECOND SUPPLEMENTAL ENGINEER'S REPORT
TO THE CAPITAL IMPROVEMENT PLAN**

Prepared for

**Board of Supervisors
Boggy Branch
Community Development District**

Prepared by
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

BACKGROUND

The Boggy Branch Community Development District (The “Boggy Branch CDD” or the “District”) is a 557 ± acre community development district located in Duval County, Florida. (See *Plate 1*, Location Map). The land within the District is currently a partially developed parcel within the SEQ PUD, as defined further herein. The authorized land uses within the District include residential development as well as open space and recreational amenities. The District is planned to be developed in phases over time; these phases are intended to function as a single, interrelated community. The full development within the Boggy Branch CDD boundaries will include approximately:

TYPE	Area (Acres)	Residential Units
Residential	481.6	1,569
Amenity Village	30.8	0
Neighborhood Parks System	9.0	0
Wetlands	32.6	0
Upland Buffer	2.6	0
TOTALS	556.6	1,569

The capital improvement program (“CIP”) is bifurcated into two (2) categories consisting of Shared Master Infrastructure and Residential Master Infrastructure. The Shared Master Infrastructure is that portion of the CIP related to the construction of certain Transportation Management Area (TMA) roadways and other infrastructure that will provide mutual benefit to the lands within both the Ryals Creek CDD and Boggy Branch CDD’s boundaries (the “TMA Roadway Improvements”). The second phase of the CIP is estimated to cost approximately \$49,696,000 and includes only the Residential Master Infrastructure costs allocable to Phase 2 of the District (the "Phase 2 Project"). No Shared Master Infrastructure costs are applicable to Phase 2. The purpose of this Supplemental Engineer’s Report is to describe the Phase 2 Project and the associated infrastructure improvements for the Phase 2 Project and is meant to supplement the Master Engineer’s Report dated March 3, 2020 which describes the CIP for the District. Summaries of the proposed Phase 2 Project and corresponding cost estimates are detailed in Table 1A.

For the Phase 1 Project, the Developer funded certain improvements that were not funded with the proceeds of the Series 2021 Bonds. These include costs already expended by the Developer within the Phase 1 Project and are subject to reimbursement. These improvements and corresponding costs are detailed in Table 1B. The improvements consisted of TMA Phase 1A, which has been completed and accepted by the City and Jacksonville and JEA. The plat that includes the TMA Phase 1A improvements has been recorded.

Phase 2 of the District is located southerly of the Phase 1 project. Phase 2 lands of the District consist of 139.84 acres and is planned for 467 residential units. The currently proposed development program for the Phase 2 lands of the District is presented below.

UNIT TYPE	NUMBER OF UNITS (PHASE 1)	NUMBER OF UNITS (PHASE 2)	FUTURE	TOTAL
Townhome/High Density	34	0	321	355
SF 40’	71	172	36	279
SF 50’	150	145	116	411
SF 60’	171	137	60	368
SF 70’	60	13	86	159
TOTALS	486	467	619	1,572

Phase 2 of the District is part of the 1,068-acre tract that received zoning approval from the City of Jacksonville as a mixed-use planned unit development (the “SEQ PUD”). Further, Phase 2 of the District lands is under the jurisdiction of St. Johns River Water Management District (SJRWMD), U.S. Army Corps of Engineers (USACOE) and the Florida Department of Environmental Protection (FDEP). Design and permitting for the improvements for Phase 2 of the District is underway, as shown below:

Phase 2 Design and Permitting	
ITEM	ESTIMATED AGENCY APPROVAL DATE
1. U.S. Army Corps of Engineers	Issued
2. SJRWMD – ERP	12/31/23
3. JEA	12/31/23
4. FDEP – Sewer and Water	12/31/23
5. COJ DMG	12/31/23

A jurisdictional wetland delineation for the entire property within the District has been completed and approved by the St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (USACOE). A SJRWMD permit has been obtained for mass grading improvements. SJRWMD permits will be obtained for the subsequent phases of the residential development portions of the project. Construction plan approvals from City of Jacksonville will be obtained for the residential development portions of the property by phases, which is currently anticipated to total 1,572 residential units. Construction of the Phase 2 improvements is currently anticipated to begin in January, 2024. There is a reasonable expectation that the required permits for the District improvements are obtainable, however, all permits are subject to final agency action.

Cost estimates contained in this report are based upon a contractor estimate for Phase 2A. England, Thims & Miller, Inc. believes the estimates to be accurate based upon the available information, however, actual costs will vary based on final contractor bids.

PROJECT PHASING

The overall Project will be built in a series of phases. The phasing of the project allows the clearing, earthwork, stormwater management systems, roadways, alleys, utilities, entry features, recreational areas, landscaping, sidewalks and paths to be constructed as needed throughout the build-out of the District. The Project has been designed in such a manner so that Phase 2 can be developed and be self-sufficient, completely separate from Phase 3 which is not currently owned by the Developer.

TABLE 1A

PHASE 2 PROJECT INFRASTRUCTURE SUMMARY OF COSTS

Infrastructure	Phase 2 Project Costs
Residential Master Infrastructure	
Boulevard Roads	\$ 9,615,000
Residential Roads	\$14,034,000
Alleys	\$ 5,595,000
Stormwater Management Facilities	\$ 8,189,000
Water/Reuse Distribution/Sanitary Sewer	\$ 5,755,000
Signage and Striping	\$ 142,000
Mobilization/As-Builts/Erosion Control	\$ 6,366,000
TOTAL	\$49,696,000

TABLE 1B

PHASE 1 PROJECT INFRASTRUCTURE SUMMARY OF COSTS

(Existing Phase 1 Infrastructure Improvement Costs that were Advance Funded by Developer)

Infrastructure	Phase 1 Project Costs
Residential Master Infrastructure	
Boulevard Roads	\$1,401,000
Residential Roads	\$2,045,000
Alleys	\$ 815,000
Stormwater Management Facilities	\$1,193,000
Water/Reuse Distribution/Sanitary Sewer	\$ 838,000
Signage and Striping	\$ 21,000
Mobilization/As-Builts/Erosion Control	\$ 927,000
TOTAL	\$7,240,000

RESIDENTIAL MASTER INFRASTRUCTURE IMPROVEMENTS

The District currently intends to finance, design and construct certain infrastructure improvements for the residential development within the District boundaries. The improvements include complete construction of the basic infrastructure for each neighborhood, including but not limited to: clearing and grubbing, earthwork, amenities, entry features, water, reuse and sewer underground utility construction, drainage, stormwater management, grassing, sodding, JEA underground electrical conduit and neighborhood street lighting. Refer to Plates 6-11 for the Neighborhood Infrastructure Improvements.

The cost estimate for the roadways and alleys included for the residential master infrastructure improvements is based upon curb and gutter section roadways with variable pavement widths, within variable width rights-of-way. The clearing, grubbing and earthwork estimates include all work necessary for the complete right-of-way area, and include utility easements for underground electrical conduit for roadway street lighting. Disturbed areas within the rights-of-way, which are outside of the paved areas, will be sodded and/or seeded and grassed in order to provide erosion and sediment control in accordance with City of Jacksonville standards.

Stormwater management cost estimates included in the residential master infrastructure improvements provide for the attenuation and treatment of stormwater runoff from the project roadways in accordance with St. Johns River Water Management District and City of Jacksonville standards. Costs include detention pond construction, outfall control structures, and any site fill required to provide a complete stormwater management system.

Water, sewer and reuse cost estimates included in the residential master infrastructure improvements consist of the underground water and reuse transmission systems and wastewater (sewer) collection system serving the development. Costs include piping, manholes, valves, services, and all appurtenances required in order to construct the system in accordance with JEA and Florida Department of Environmental Protection standards.

The residential master infrastructure improvements shall be designed and constructed to City of Jacksonville, JEA, Florida Department of Environmental Protection, and St. Johns River Water Management District standards. Roadways shall be owned and maintained by the City of Jacksonville. Water, reuse and sewer facilities shall be owned and maintained by JEA. The neighborhood street lighting shall be owned and operated by JEA, and the electrical cost to operate it is presently expected to be paid by the City of Jacksonville. The District shall maintain stormwater management improvements.

**BASIS OF COST ESTIMATE FOR RESIDENTIAL
MASTER INFRASTRUCTURE IMPROVEMENTS**

The following is the basis for the residential master infrastructure cost estimates:

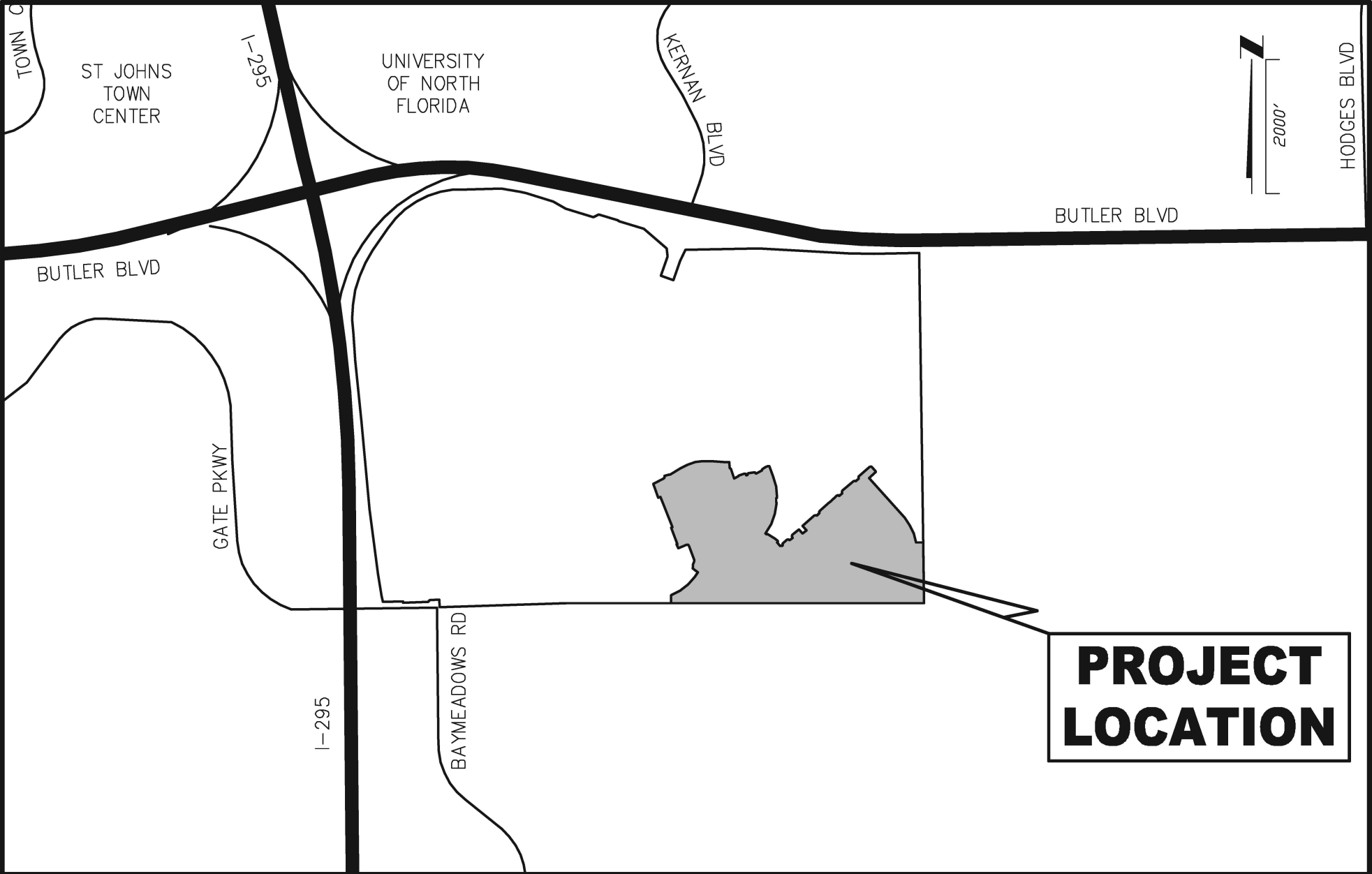
- Costs utilized were obtained using contractor pricing for Phase 2A.
- Water and Sewer Facilities are designed in accordance with JEA and FDEP standards.
- The stormwater management system was designed pursuant to SJRWMD and City of Jacksonville standards.
- The engineering, permitting, construction inspection and other soft cost fees have been included in the estimated cost.
- For the purpose of this report, a 10% contingency factor and 10% for soft cost have been included for neighborhood master infrastructure.
- England-Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon the available information, however, actual costs will vary based upon final contractor bids.
- Costs have been included for street lighting and electrical conduit on all roadways in accordance with JEA standards.

APPENDIX **Description**

Plate No.

- | | |
|-------|----------------------------------|
| 1 | Location Map |
| 2 | District Boundary |
| 3 | District Legal Description |
| 4 | Phase 2 Boundary |
| 5A-5D | Phase 2 Legal Description |
| 6 | Neighborhood Roads and Alleys |
| 7 | Water Distribution System |
| 8 | Sanitary Sewer Collection System |
| 9 | Reuse Distribution System |
| 10 | Stormwater Management Facilities |
| 11 | Master Plan |

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ETM

VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
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LOCATION MAP

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11

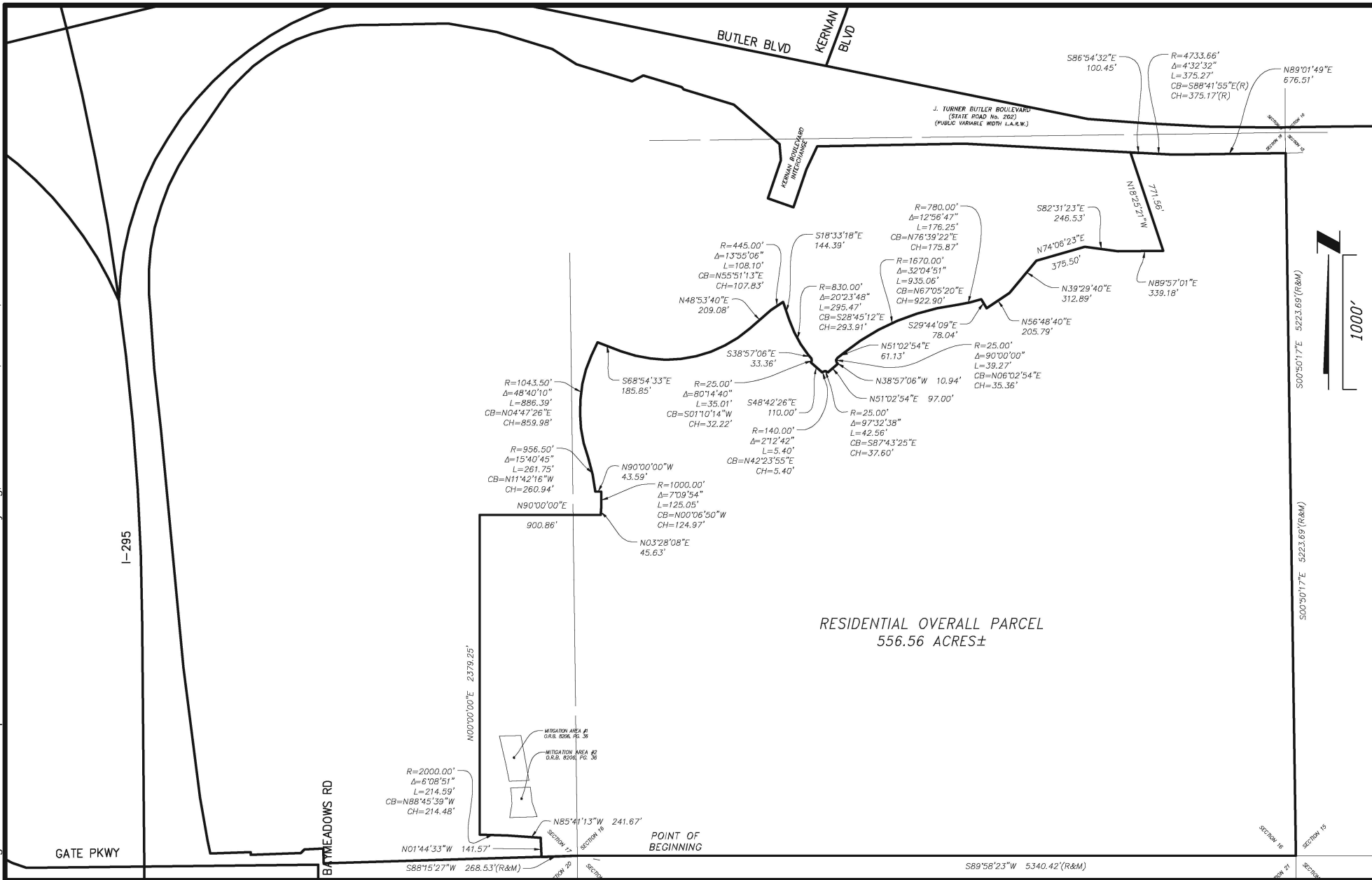
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DATE: NOVEMBER 2023

PLATE NO. 1

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DISTRICT BOUNDARY
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11
DRAWN BY: DGS
DATE: NOVEMBER 2023
PLATE NO. 2

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BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

A portion of Sections 16 and 17, Township 3 South, Range 28 East, Duval County, Florida, being a portion of those lands described and recorded in Official Records Book 17036, page 2398, of the current Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Southeasterly corner of said Section 17, thence South 88°15'27" West, along the Southerly line of said Section 17, a distance of 268.53 feet; thence North 01°44'33" West, departing said Southerly line, 141.57 feet; thence North 85°41'13" West, 241.67 feet to the point of curvature of a curve concave Southerly having a radius of 2000.00 feet; thence Westerly along the arc of said curve, through a central angle of 06°08'51", an arc length of 214.59 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 88°45'39" West, 214.48 feet; thence Due North, 2379.25 feet; thence Due East, 900.86 feet; thence North 03°28'08" East, 45.63 feet to a point on a curve concave Westerly having a radius of 1000.00 feet; thence Northerly along the arc of said curve, through a central angle of 23°00'46", an arc length of 401.65 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 08°02'15" West, 398.95 feet; thence Northerly along the arc of a curve concave Easterly having a radius of 1000.00 feet, through a central angle of 47°11'47", an arc length of 823.73 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 04°03'15" East, 800.64 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 500.00 feet, through a central angle of 13°18'17", an arc length of 116.11 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 62°15'25" East, 115.85 feet; thence South 68°54'33" East, 32.07 feet to the point of curvature of a curve concave Northerly having a radius of 985.00 feet; thence Easterly along the arc of said curve, through a central angle of 62°11'46", an arc length of 1069.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 79°59'33" East, 1017.51 feet; thence North 48°53'40" East, 248.66 feet to the point of curvature of a curve concave Southeasterly having a radius of 460.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 20°12'00", an arc length of 162.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 58°59'41" East, 161.34 feet; thence South 19°55'14" East, 184.59 feet to the point of curvature of a curve concave Northeasterly having a radius of 1000.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 17°29'38", an arc length of 305.33 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 28°40'03" East, 304.14 feet; thence North 51°02'54" East, 134.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 1718.50 feet; thence Northeasterly along the arc of said curve, through a central angle

of 32°04'51", an arc length of 962.22 feet to a point of reverse curvature, said arc being by a chord bearing and distance of North 67°05'20" East, 949.70 feet; thence Easterly along the arc of a curve concave Northerly having a radius of 731.50 feet, through a central angle of 08°30'41", an arc length of 108.67 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 78°52'25" East, 108.57 feet; thence South 15°22'56" East, 48.50 feet to a point on a curve concave Northerly having a radius of 780.00 feet; thence Easterly along the arc of a said curve, through a central angle of 04°26'06", an arc length of 60.38 feet to a point on said curve, said arc being subtended by a chord bearing a distance of North 72°24'01" East, 60.36 feet; thence South 29°44'09" East, 78.04 feet; thence North 56°48'40" East, 205.79 feet; thence North 39°29'40" East, 312.89 feet; thence North 74°06'23" East, 375.50 feet; thence South 82°31'23" East, 246.53 feet; thence North 89°57'01" East, 339.18 feet; thence North 18°25'21" West, 771.56 feet to a point lying on the Southerly limited access right of way line of J. Turner Boulevard, State Road No. 202, a variable width limited access right of way as presently established; thence Easterly, along said Southerly limited access right of way line the following 3 courses: Course 1, thence South 86°54'32" East, 100.45 feet to a point on a curve concave Northerly having a radius of 4733.66 feet; Course 2, thence Easterly along the arc of said curve, through a central angle of 04°32'32", an arc length of 375.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°41'55" East, 375.17 feet; Course 3, thence North 89°01'49" East, 676.51 feet to its intersection with the Easterly line of said Section 16; thence South 00°50'17" East, departing said Southerly limited access right of way line and along said Easterly line, 5223.69 feet to the Southeasterly corner thereof; thence South 89°58'23" West, along the Southerly line of said Section 16, a distance of 5340.42 feet to the Point of Beginning.

Containing 556.56 acres, more or less.



14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 CA - 00002584 LC - 0000316

DISTRICT LEGAL DESCRIPTION

**BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
 DUVAL COUNTY, FLORIDA**

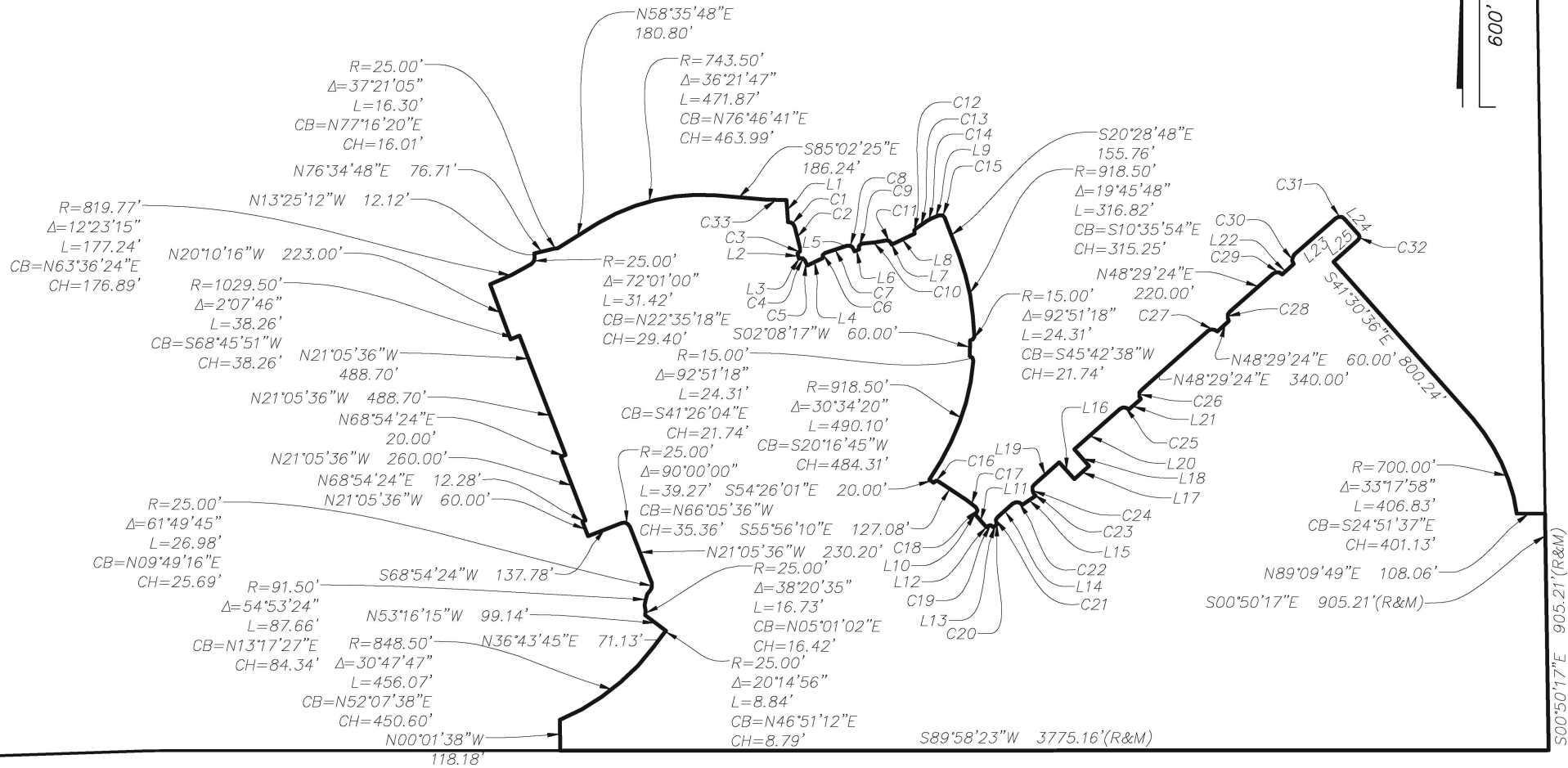
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DATE: NOVEMBER 2023

PLATE NO. 3

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VISION - EXPERIENCE - RESULTS
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PHASE 2 BOUNDARY

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11

DRAWN BY: DGS

DATE: NOVEMBER 2023

PLATE NO. 4

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November 17, 2023

Work Order No. 23-394.00
File No. 129H-21.00A

SEQ Seven Pines Phase 2 Boundary

A portion of Section 16, Township 3 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 17036, page 2398, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 16, thence North 89°58'23" East, along the Southerly line of said Section 16, a distance of 1565.26 feet to the Point of Beginning.

From said Point of Beginning, thence North 00°01'38" West, departing said Southerly line of Section 16, a distance of 118.18 feet to a point on a non-tangent curve concave Northwesterly having a radius of 848.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 30°47'47", an arc length of 456.07 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 52°07'38" East, 450.60 feet; thence North 36°43'45" East, 71.13 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 20°14'56", an arc length of 8.84 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 46°51'12" East, 8.79 feet; thence North 53°16'15" West, along a non-tangent line, 99.14 feet to a point on a non-tangent curve concave Westerly having a radius of 25.00 feet; thence Northerly along the arc of said curve, through a central angle of 38°20'35", an arc length of 16.73 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 05°01'02" East, 16.42 feet; thence Northerly along the arc of a curve concave Easterly having a radius of 91.50 feet, through a central angle of 54°53'24", an arc length of 87.66 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 13°17'27" East, 84.34 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 25.00 feet, through a central angle of 61°49'45", an arc length of 26.98 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 09°49'16" East, 25.69 feet; thence North 21°05'36" West, 230.20 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 66°05'36" West, 35.36 feet; thence South 68°54'24" West, 137.78 feet; thence North 21°05'36" West, 60.00 feet; thence North 68°54'24" East, 12.28 feet;

thence North 21°05'36" West, 260.00 feet; thence North 68°54'24" East, 20.00 feet; thence North 21°05'36" West, 488.70 feet to a point on a non-tangent curve concave Northerly having a radius of 1029.50 feet; thence Westerly along the arc of said curve, through a central angle of 02°07'46", an arc length of 38.26 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 68°45'51" West, 38.26 feet; thence North 20°10'16" West, along a non-tangent line, 223.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 819.77 feet; thence Northeasterly along the arc of said curve, through a central angle of 12°23'15", an arc length of 177.24 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°36'24" East, 176.89 feet; thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 25.00 feet, through a central angle of 72°01'00", an arc length of 31.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°35'18" East, 29.40 feet; thence North 13°25'12" West, 12.12 feet; thence North 76°34'48" East, 76.71 feet to a point lying on the Southerly boundary line of SEQ Residential Phase 1A, as recorded in Plat Book 78, page 148 of said current Public Records; thence along said boundary line the following 7 courses: Course 1, thence Easterly along a non-tangent curve concave Northerly having a radius of 25.00 feet, through a central angle of 37°21'05", an arc length of 16.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 77°16'20" East, 16.01 feet; Course 2, thence North 58°35'48" East, 180.80 feet to the point of curvature of a curve concave Southerly having a radius of 743.50 feet; Course 3, thence Easterly along the arc of said curve, through a central angle of 36°21'47", an arc length of 471.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 76°46'41" East, 463.99 feet; Course 4, thence South 85°02'25" East, 186.24 feet to a point on a non-tangent curve concave Northerly having a radius of 507.86 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of 09°21'21", an arc length of 82.93 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 89°01'00" East, 82.83 feet; Course 6, thence South 03°48'30" East, along a non-tangent line, 83.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; Course 7, thence Southeasterly along the arc of said curve, through a central angle of 84°01'35", an arc length of 36.66 feet to a point of reverse curvature, said point lying on the Southerly boundary of SEQ Residential Phase 1B, Parcel "A", as recorded in Plat Book 80, page 35 of said current Public Records, said arc being subtended by a chord bearing and distance of South 51°47'43" East, 33.47 feet; thence along said boundary line of SEQ Residential Phase 1B, Parcel "A", the following 22 courses: Course 1, thence Southerly departing said boundary line of SEQ Residential Phase 1A and along the arc of a curve concave Easterly having a radius of 535.00 feet, through a central angle of



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PHASE 2 LEGAL DESCRIPTION

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11

DRAWN BY: DGS

DATE: NOVEMBER 2023

PLATE NO. 5A

08°56'52", an arc length of 83.55 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 14°15'22" East, 83.46 feet; Course 2, thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 15.00 feet, through a central angle of 93°08'37", an arc length of 24.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 27°50'31" West, 21.79 feet; Course 3, thence South 15°35'10" East, along a non-tangent line, 20.00 feet; Course 4, thence North 74°24'50" East, 5.05 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet; Course 5, thence Southeasterly along the arc of said curve, through a central angle of 81°37'09", an arc length of 21.37 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 64°46'36" East, 19.61 feet; Course 6, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 535.00 feet, through a central angle of 02°25'27", an arc length of 22.64 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 25°10'44" East, 22.63 feet; Course 7, thence North 64°02'42" East, along a non-tangent line, 64.98 feet to a point on a non-tangent curve concave Southeasterly having a radius of 15.00 feet; Course 8, thence Northeasterly along the arc of said curve, through a central angle of 101°18'41", an arc length of 26.52 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 24°42'02" East, 23.20 feet; Course 9, thence Easterly along the arc of a curve concave Northerly having a radius of 714.93 feet, through a central angle of 07°08'03", an arc length of 89.02 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 71°47'21" East, 88.96 feet; Course 10, thence Easterly along the arc of a curve concave Southerly having a radius of 15.00 feet, through a central angle of 85°49'22", an arc length of 22.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°51'59" East, 20.43 feet; Course 11, thence South 25°57'18" East, 17.99 feet; Course 12, thence North 64°02'42" East, 20.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 15.00 feet; Course 13, thence Northeasterly along the arc of said curve, through a central angle of 114°11'25", an arc length of 29.89 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 31°08'24" East, 25.19 feet; Course 14, thence Easterly along the arc of a curve concave Northerly having a radius of 431.50 feet, through a central angle of 12°10'24", an arc length of 91.68 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 82°08'55" East, 91.51 feet; Course 15, thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 15.00 feet, through a central angle of 77°58'59", an arc length of 20.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 64°56'48" East, 18.88 feet; Course 16, thence South 25°57'18" East, 8.49 feet;

Course 17, thence North 64°02'42" East, 97.00 feet to a point on a non-tangent curve concave Easterly having a radius of 15.00 feet; Course 18, thence Northerly along the arc of said curve, through a central angle of 85°37'41", an arc length of 22.42 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 16°51'32" East, 20.39 feet; Course 19, thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 431.50 feet, through a central angle of 06°26'04", an arc length of 48.46 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 56°27'21" East, 48.43 feet; Course 20, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 90.00 feet, through a central angle of 13°51'44", an arc length of 21.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 60°10'11" East, 21.72 feet; Course 21, thence North 67°06'02" East, 33.05 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet; Course 22, thence Southeasterly along the arc of said curve, through a central angle of 92°25'09", an arc length of 24.20 feet to the point of tangency of said curve, said point lying on the Southerly boundary line of those lands described and recorded in Official Records Book 19523, page 1562 of said current Public Records, said arc being subtended by a chord bearing and distance of South 66°41'23" East, 21.66 feet; thence along said Southerly boundary line of Official Records Book 19523, page 1562, the following 9 courses: Course 1, thence South 20°28'48" East, departing said boundary line of SEQ Residential Phase 1B, Parcel "A", a distance of 155.76 feet to the point of curvature of a curve concave Westerly having a radius of 918.50 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 19°45'48", an arc length of 316.82 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 10°35'54" East, 315.25 feet; Course 3, thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 15.00 feet, through a central angle of 92°51'18", an arc length of 24.31 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 45°42'38" West, 21.74 feet; Course 4, thence South 02°08'17" West, 60.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 15.00 feet; Course 5, thence Southeasterly along the arc of said curve, through a central angle of 92°51'18", an arc length of 24.31 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 41°26'04" East, 21.74 feet; Course 6, thence Southerly along the arc of a curve concave Westerly having a radius of 918.50 feet, through a central angle of 30°34'20", an arc length of 490.10 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°16'45" West, 484.31 feet; Course 7, thence South 54°26'01" East, along a non-tangent line, 20.00 feet to a point on a non-tangent curve concave Southerly having a radius of 15.00 feet; Course 8, thence Easterly along the arc of said curve, through a central angle



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PHASE 2 LEGAL DESCRIPTION

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11

DRAWN BY: DGS

DATE: NOVEMBER 2023

PLATE NO. 5B

of 88°29'55", an arc length of 23.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 79°48'52" East, 20.93 feet; Course 9, thence South 55°56'10" East, 127.08 feet to the point of curvature of a curve concave Southwesterly having a radius of 370.00 feet; thence Southeasterly continuing along last said boundary line, along said Southerly boundary line of SEQ Residential Phase 1B, Parcel "A", and along the arc of said curve, through a central angle of 07°08'35", an arc length of 46.13 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 52°21'53" East, 46.10 feet; thence continue along said Southerly boundary line of SEQ Residential Phase 1B, Parcel "A", the following 21 courses: Course 1, thence Southerly along a non-tangent curve concave Westerly having a radius of 15.00 feet, through a central angle of 97°16'45", an arc length of 25.47 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 00°09'13" East, 22.52 feet; Course 2, thence South 48°29'24" West, along a non-tangent line, 5.68 feet; Course 3, thence South 41°30'36" East, 65.00 feet; Course 4, thence North 48°29'24" East, 5.00 feet to the point of curvature of a curve concave Southerly having a radius of 15.00 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of 98°05'46", an arc length of 25.68 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 82°27'43" East, 22.66 feet; Course 6, thence North 56°35'10" East, along a non-tangent line, 20.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 390.00 feet; Course 7, thence Northwesterly along the arc of said curve, through a central angle of 01°00'18", an arc length of 6.84 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 33°54'59" West, 6.84 feet; Course 8, thence Northerly along the arc of a curve concave Easterly having a radius of 15.00 feet, through a central angle of 82°54'32", an arc length of 21.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°02'08" East, 19.86 feet; Course 9, thence North 48°29'24" East, 79.37 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 10, thence Easterly along the arc of said curve, through a central angle of 97°06'23", an arc length of 42.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 82°57'25" East, 37.48 feet; Course 11, thence North 55°35'47" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 570.00 feet; Course 12, thence Northwesterly along the arc of said curve, through a central angle of 01°19'08", an arc length of 13.12 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 35°03'47" West, 13.12 feet; Course 13, thence Northerly along the arc of a curve concave Easterly having a radius of 25.00 feet, through a central angle of 84°12'45", an arc length of 36.74 feet to the point of tangency of said curve, said arc being

subtended by a chord bearing and distance of North 06°23'01" East, 33.53 feet; Course 14, thence North 48°29'24" East, 127.36 feet; Course 15, thence South 41°30'36" East, 86.00 feet; Course 16, thence North 48°29'24" East, 76.00 feet; Course 17, thence North 41°30'36" West, 86.00 feet; Course 18, thence North 48°29'24" East, 231.96 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 19, thence Easterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 86°30'36" East, 35.36 feet; Course 20, thence North 48°29'24" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet; Course 21, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°29'24" East, 35.36 feet; thence North 48°29'24" East, continuing along said Southerly boundary line of SEQ Residential Phase 1B, Parcel "A", and along said Southerly boundary line of Official Records Book 19523, page 1562, a distance of 340.00 feet; thence continue along said Southerly boundary line of Official Records Book 19523, page 1562, the following 15 courses: Course 1, thence Easterly along the arc of a curve concave Southerly having a radius of 25.00 feet, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 86°30'36" East, 35.36 feet; Course 2, thence North 48°29'24" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°29'24" East, 35.36 feet; Course 4, thence North 48°29'24" East, 220.00 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 86°30'36" East, 35.36 feet; Course 6, thence North 48°29'24" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet; Course 7, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°29'24" East, 35.36 feet; Course 8, thence North 48°29'24" East, 210.00 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 9, thence Easterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 86°30'36" East, 35.36 feet; Course 10, thence South 41°30'36" East, 80.00 feet to the point of curvature of a



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PHASE 2 LEGAL DESCRIPTION

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11

DRAWN BY: DGS

DATE: NOVEMBER 2023

PLATE NO. 5C

curve concave Westerly having a radius of 15.00 feet; Course 11, thence Southerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 23.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 03°29'24" West, 21.21 feet; Course 12, thence South 48°29'24" West, 125.00 feet; Course 13, thence South 41°30'36" East, 800.24 feet to the point of curvature of a curve concave Southwesterly having a radius of 700.00 feet; Course 14, thence Southeasterly along the arc of said curve, through a central angle of 33°17'58", an arc length of 406.83 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 24°51'37" East, 401.13 feet; Course 15, thence North 89°09'49" East, 108.06 feet to the Southeast corner of said Official Records Book 19523, page 1562, said corner lying on the Easterly line of said Section 16; thence South 00°50'17" East, along said Easterly line, 905.21 feet to the Southeast corner of said Section 16; thence South 89°58'23" West, along said Southerly line of Section 16, a distance of 3775.16 feet to the Point of Beginning.

Containing 139.84 acres, more or less.



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PHASE 2 LEGAL DESCRIPTION

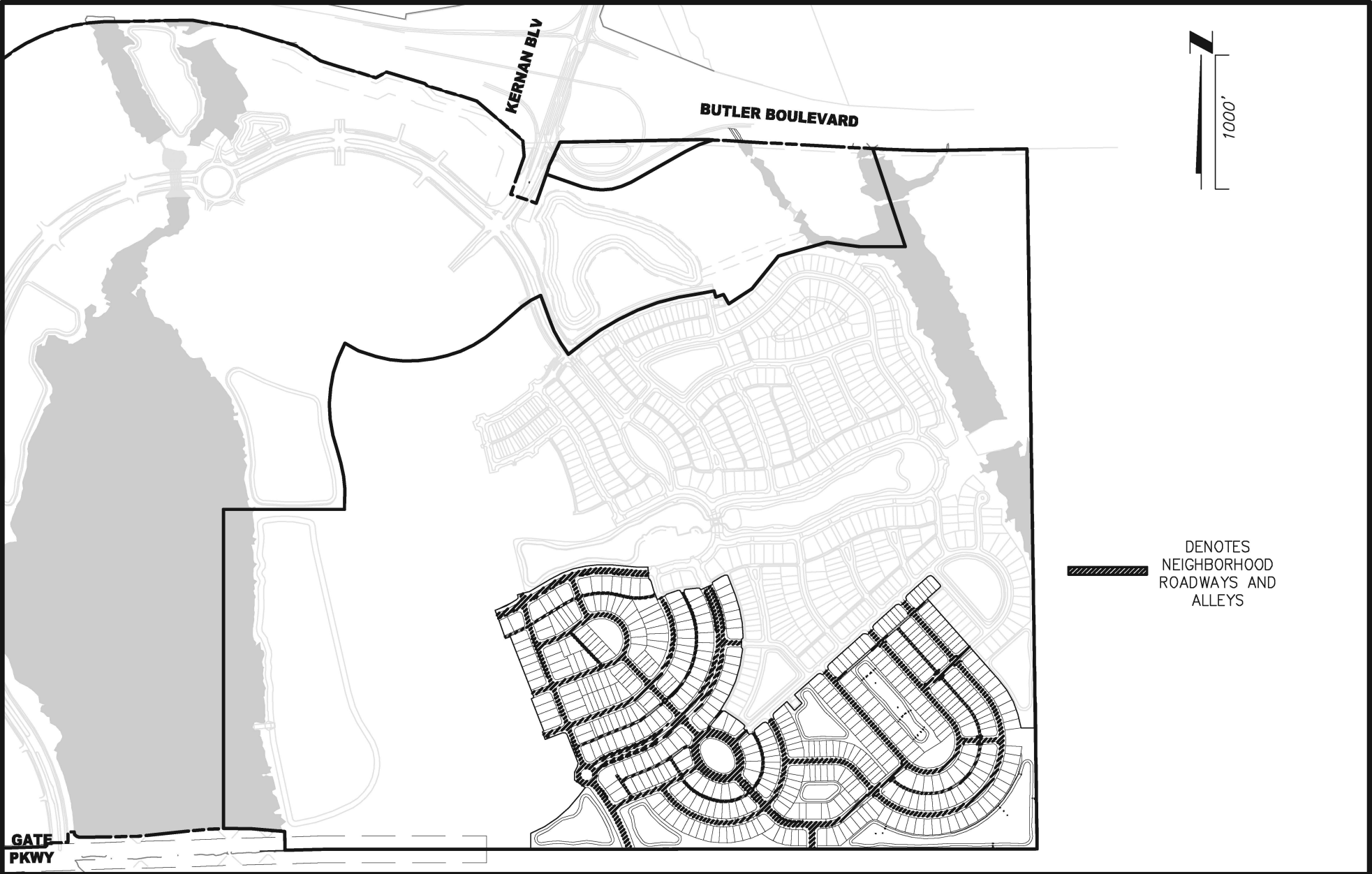
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11

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PLATE NO. 5D



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NEIGHBORHOOD ROADS AND ALLEYS

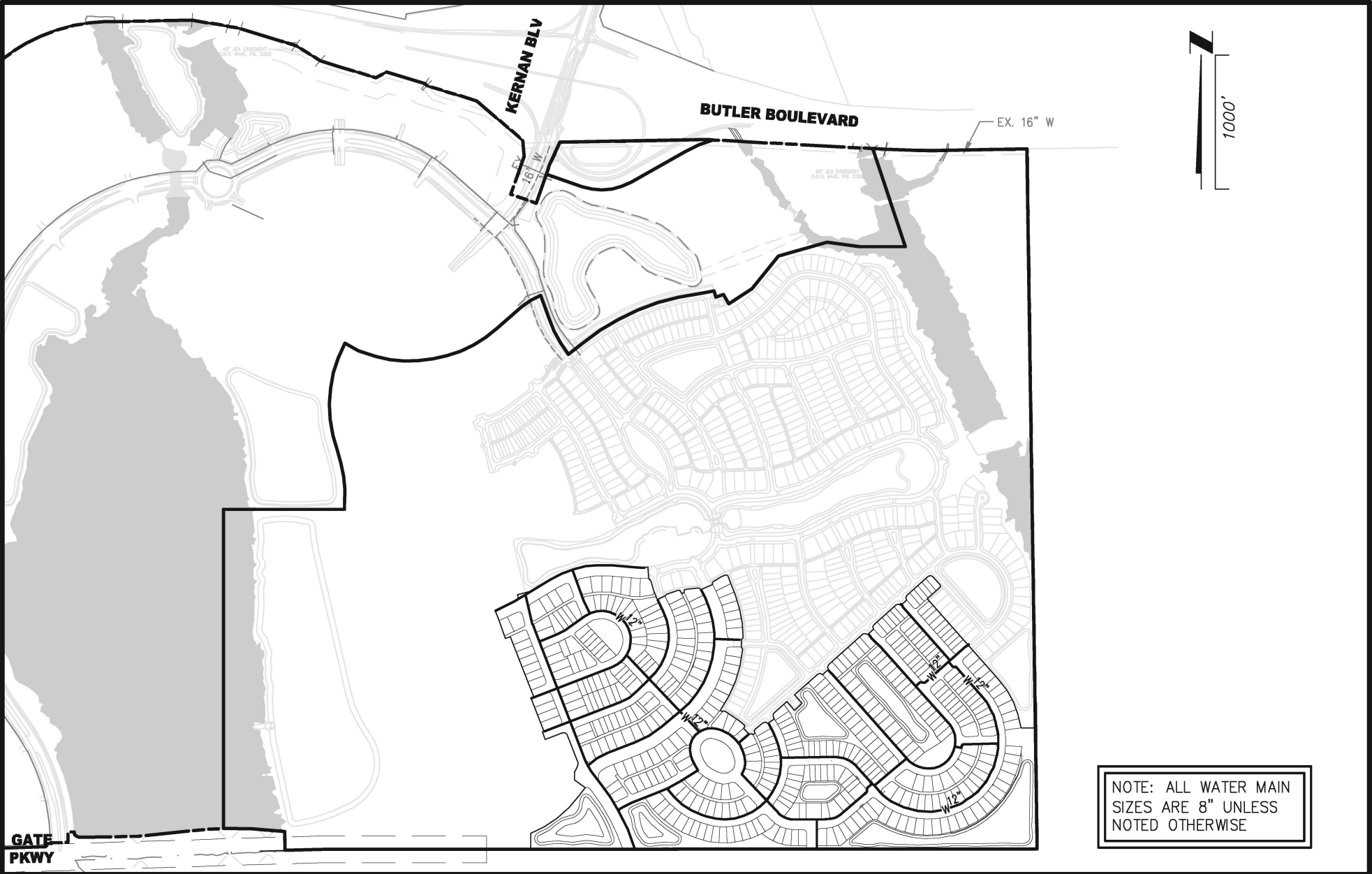
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DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11

DRAWN BY: DGS

DATE: NOVEMBER 2023

PLATE NO. 6



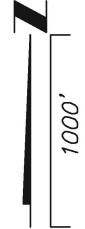
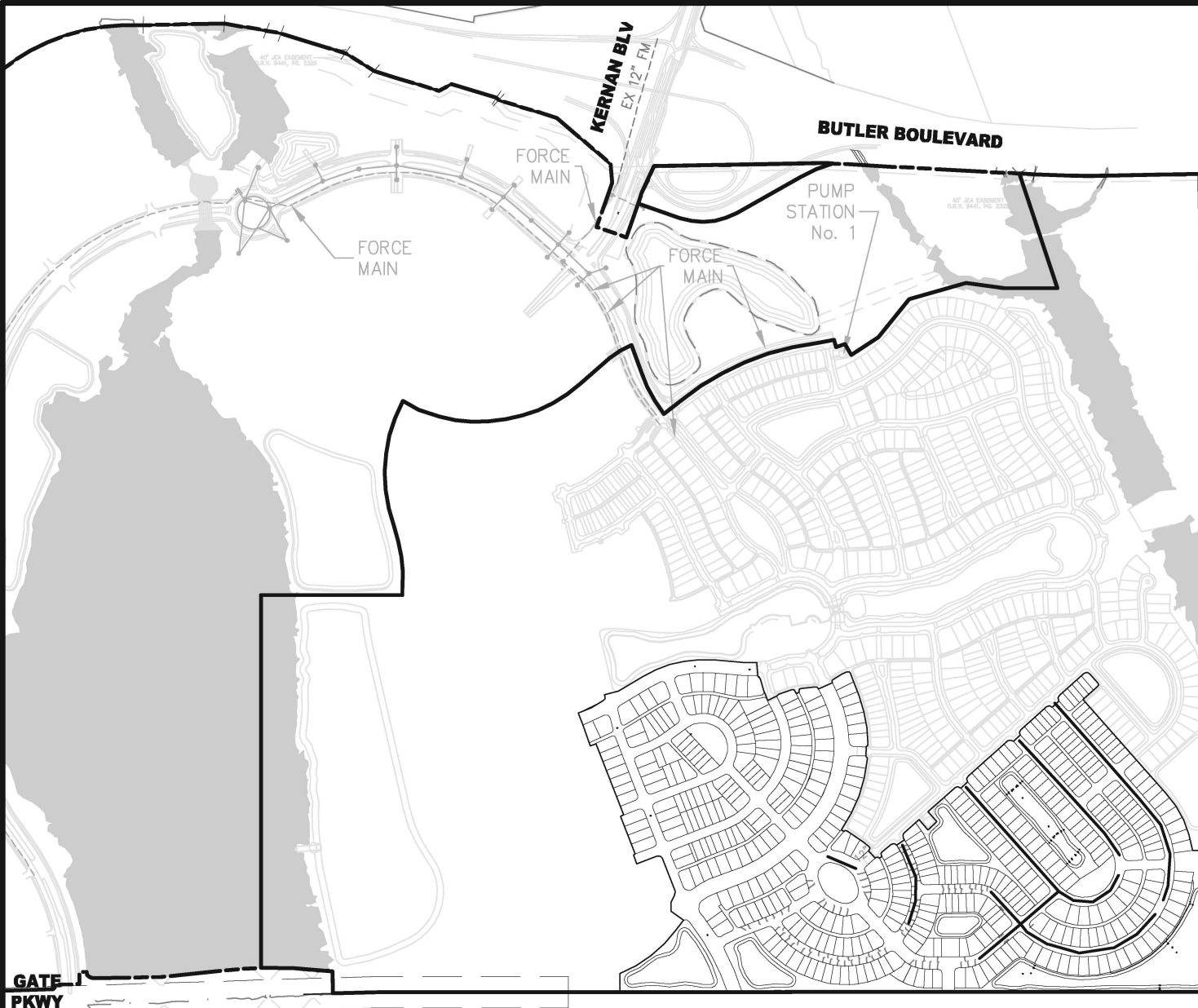
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WATER DISTRIBUTION SYSTEM

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11
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DATE: NOVEMBER 2023
PLATE NO. 7



NOTE: ALL SANITARY SEWER MAIN SIZES ARE 8" UNLESS NOTED OTHERWISE



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SANITARY SEWER COLLECTION SYSTEM

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11
DRAWN BY: DGS
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PLATE NO. 8



NOTE: ALL REUSE WATER
 MAIN SIZES ARE 8" UNLESS
 NOTED OTHERWISE



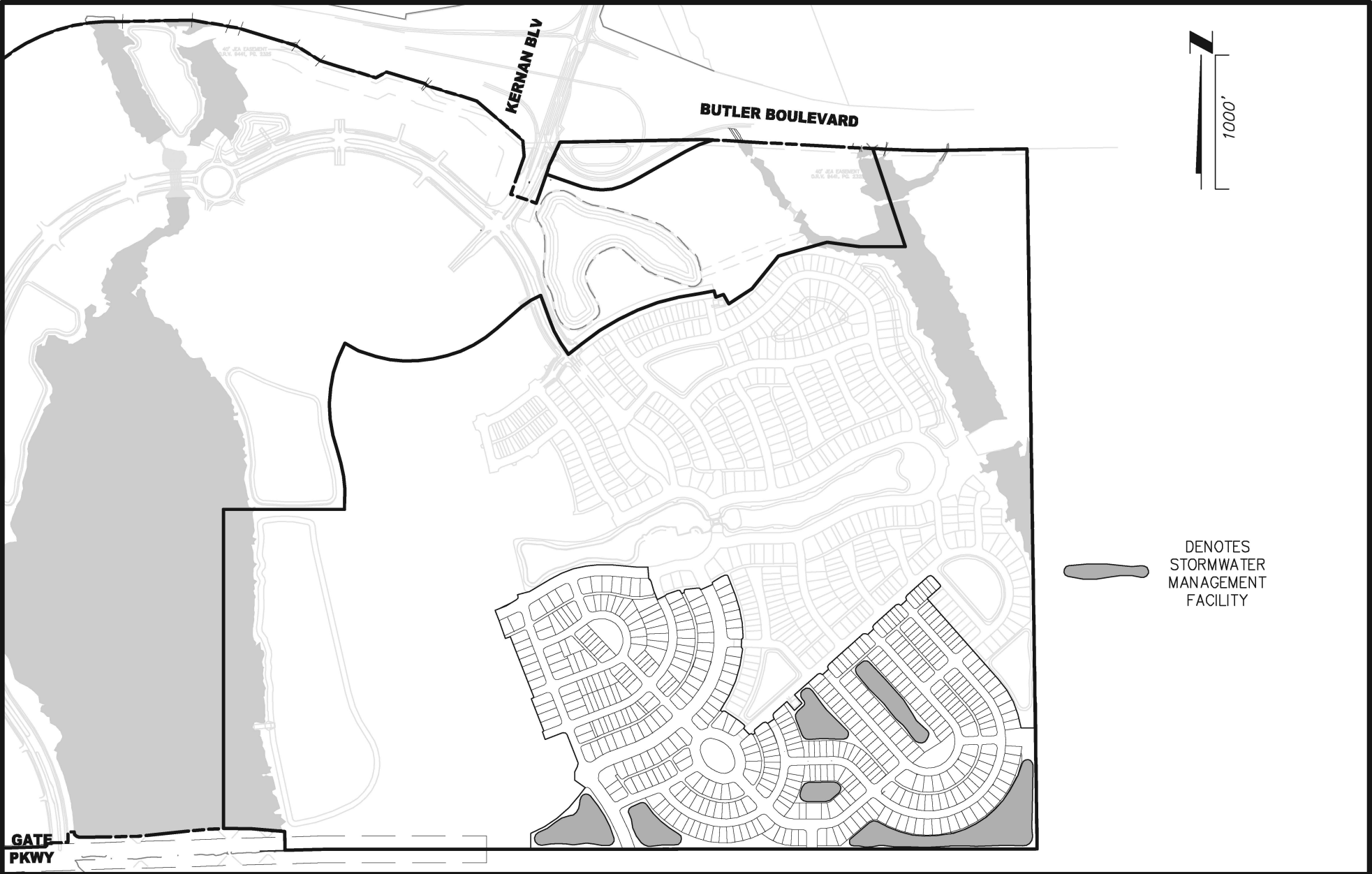
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REUSE DISTRIBUTION SYSTEM

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11
DRAWN BY: DGS
DATE: NOVEMBER 2023
PLATE NO. 9



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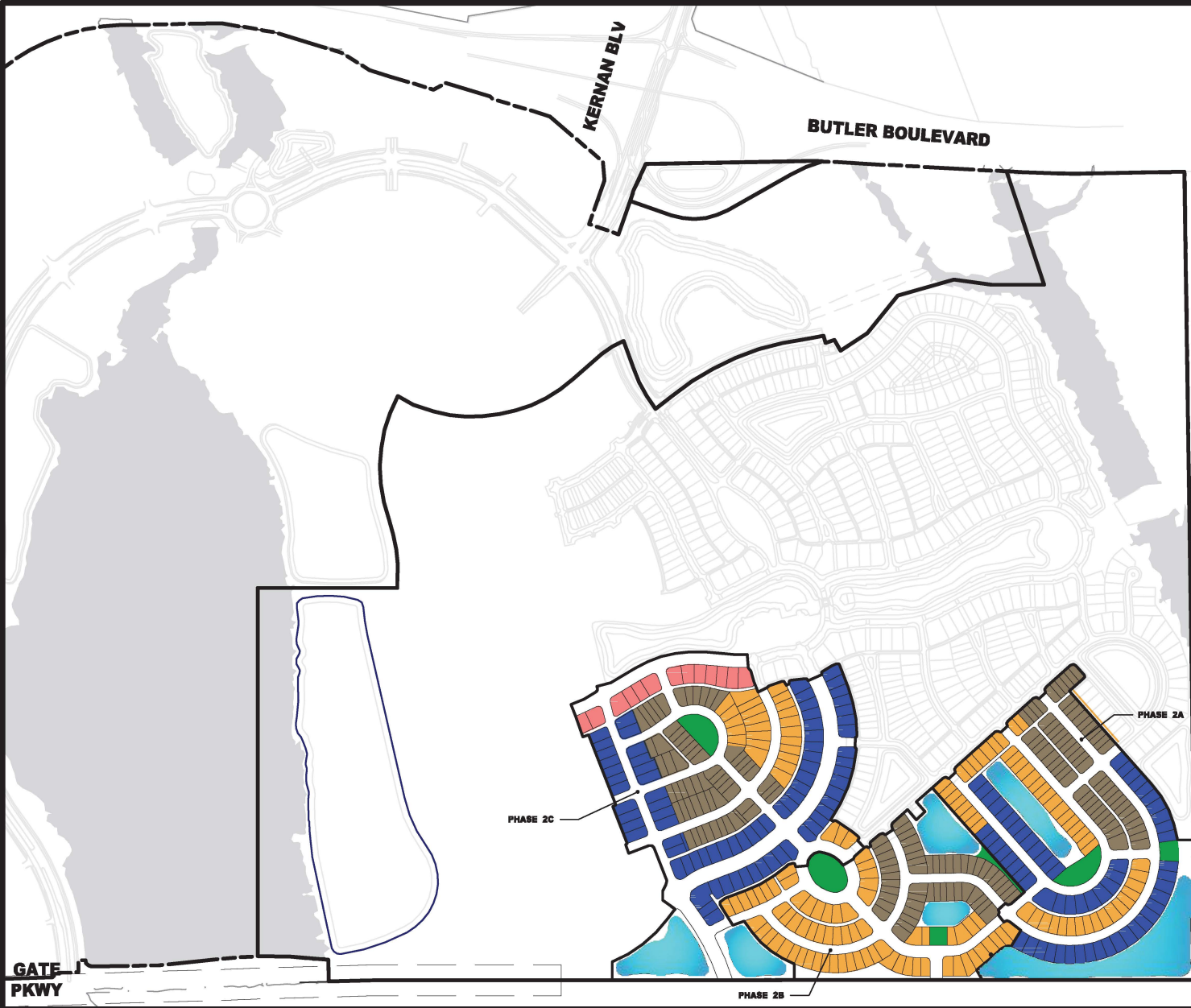
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STORMWATER MANAGEMENT FACILITIES

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT DUVAL COUNTY, FLORIDA

ETM NO. 19-115-03-11
DRAWN BY: DGS
DATE: NOVEMBER 2023
PLATE NO. 10

G:\16-110\16-110-04\LandDev\Design\Plots\Exhibits\CDD Improvement Plan\M-SITE-PH2.dwg, 11/20/2023 8:14:01 AM, Simonelli, 1:1



LOT	NUMBER OF UNITS (PHASE 2)	
40'x120'	172	
50'x120'	145	
60'x120'	137	
70'x120'	13	
TOTALS	467	



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MASTER SITE PLAN

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
DUVAL COUNTY, FLORIDA

ETM NO. 20-300-99
DRAWN BY: MAJ
DATE: NOVEMBER 2020
PLATE NO. 11

c:\16-110\16-110-04\LandDev\Design\Plots\Exhibits\CDD Improvement Plan\M-SITE-PH2.dwg PLOTTED: November 20, 2023 - 8:14 AM, BY: Dino Simonelli

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Master Assessment Methodology
for Phase 2



MASTER ASSESSMENT METHODOLOGY, PHASE 2

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

December 2023

Prepared for:

**Members of the Board of Supervisors,
Boggy Branch Community Development District**

Prepared on December 7, 2023

PFM Financial Advisors LLC
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**MASTER ASSESSMENT METHODOLOGY, PHASE 2
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT**

December 7, 2023

1.0 Introduction

1.1 Purpose

This “Master Assessment Methodology, Phase 2,” (“Master Methodology Phase 2”) provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Boggy Branch Community Development District (“District”) to fund beneficial public infrastructure improvements and facilities within Phase 2 of the District. The Master Methodology Phase 2 described herein has two goals: (1) quantifying the special benefits received by properties within the District as a result of the construction of the District’s improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District.

The District plans to implement its Phase 2 capital improvement program (“Phase 2 CIP” or “Phase 2 Project”) that will allow for the development of Phase 2 property within the District. The District plans to fund a portion of its Phase 2 CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the Phase 2 CIP. This Master Methodology Phase 2 is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District was created on August 30, 2019. The District encompasses approximately 557+/- acres in the City of Jacksonville, Florida. In January 2021, the District issued \$14,870,000 in Special Assessment Bonds, Series 2021 (“Series 2021 Bonds”) to fund development associated with its Phase 1, which included the development of 486 residential units. The District is now in the process of funding its Phase 2 CIP. The Boggy Branch CDD Second Supplemental Engineer’s Report to the Capital Improvement Plan, dated December 7, 2023 (“Engineer’s Report”)¹ as provided by England-Thims & Miller, Inc. (“District Engineer”) provides a description of the area and a location map for the District’s Phase 2.

¹ England-Thims & Miller, Inc., (November 29, 2023), “Boggy Branch CDD Second Supplemental Engineer’s Report to the Capital Improvement Plan”

This Master Methodology Phase 2 provides a methodology to allocate the debt over the approximately 139.84 acres in the District's Phase 2 that will receive a special benefit from the installation of the proposed District's portion of the Phase 2 CIP. It is the District's debt-funded capital infrastructure improvements that will allow the development of the lands within the District. By making development of the lands within the District possible, the District creates benefits to the lands within the District.

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

1.3 Projected Land Use Plan for the District

Table 1 summarizes the land use development plan for the District, which includes Phase 2. As detailed in the Engineer's Report, the land use plan envisions a mix of residential units over multiple phases. At this time, the established development entity is a joint venture between ICI Homes and David Weekley Homes (collectively, "Developer") which Developer intends to develop the property as described in the Engineer's Report.

Table 1. Development Plan for Boggy Branch

<u>Land Use Type:</u>	<u>Units (PH 1)</u>	<u>Units (PH 2)</u>	<u>Future Phases</u>	<u>Total</u>
Townhome / High Density	34	0	321	355
SF 40'	71	172	36	279
SF 50'	150	145	116	411
SF 60'	171	137	60	368
SF 70'	<u>60</u>	<u>13</u>	<u>86</u>	<u>159</u>
Total	486	467	619	1,572

Source: District Engineer

At the outset, the Phase 2 CIP is based on the land uses the Developer plans for the lands within the District's Phase 2 as shown in Table 1. However, until either: (a) parcels of land along with their development entitlements are sold by the landowner to the new landowner and entitlements conveyed or (b) plats are filed, the precise land uses are unknown.

Therefore, the District initially will impose assessments on a per gross acre basis on the unsold and unplatted properties within the District based on the land use plan outlined in Table 1 (or in any updates issued from time to time), and on any sold or platted property in accordance with its actual land use or contractual entitlement as transferred to the new landowner from the landowner.

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

1.4 CIP - Infrastructure Installation

The District will construct its public infrastructure and improvements as outlined in the Engineer's Report, as prepared by the District Engineer. The District infrastructure and improvements for the District's Phase 2 CIP are presented in Table 2. Table 2 also includes information on the Phase 1 residential master infrastructure.

Table 2. Summary of CIP Cost Estimates – Phase 2 (1)

Infrastructure	Phase 2
<u>Residential Master Infrastructure</u>	<u>Project Costs</u>
Boulevard Roads	\$9,615,000
Residential Roads	\$14,034,000
Alleys	\$5,595,000
Stormwater Management Facilities	\$8,189,000
Water/Reuse Distribution/Sanitary Sewer	\$5,755,000
Signage and Striping	\$142,000
Mobilization/As-Builts/Erosion Control	<u>\$6,366,000</u>
Total	\$49,696,000

Source: District Engineer

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

Infrastructure	Phase 1*
<u>Residential Master Infrastructure</u>	<u>Project Costs</u>
Boulevard Roads	\$1,401,000
Residential Roads	\$2,045,000
Alleys	\$815,000
Stormwater Management Facilities	\$1,193,000
Water/Reuse Distribution/Sanitary Sewer	\$838,000
Signage and Striping	\$21,000
Mobilization/As-Builts/Erosion Control	<u>\$927,000</u>
Total	\$7,240,000

Source: District Engineer

*existing Phase 1 infrastructure improvement costs that were advance funded by the Developer, which also contributes to Phase 2 development

1.5 Requirements of a Valid Assessment Methodology

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

1.6 Special Benefits and General Benefits

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

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

1.7 Demonstration of Benefit

As shown in Table 2, the estimated cost of the Phase 2 CIP is \$49,696,000. The District plans to issue bonds to fund its portion of these costs, with total bond principal estimated at \$67,150,000 (Table 4). There are an estimated 139.84 acres within the District's Phase 2. Therefore, the average cost of the District's Phase 2 CIP, per assessable acre, is \$480,192 on an as-financed basis. As discussed in more detail below, at the time all of the Phase 2 properties are developed according to the land plan in Table 1, the developed properties will have absorbed all of the debt that was initially allocated on a gross acre basis.

Therefore, the proper analysis of the special benefit to the properties in the District planned for development is to compare the current value of the property to be developed to the expected future value of the property after the Phase 2 CIP is installed. As demonstrated below, the installation of the infrastructure will generate benefits in excess of its \$480,192 per acre cost by boosting the market value of the now undeveloped property well above the current land value (as described below) plus the cost of the infrastructure.

Table 3 demonstrates the expected special benefit to the properties from the installation of the CIP. The development plan shown in Table 1 estimates 467 Phase 2 residential units. Since the District comprises 139.84 gross acres, the plan is for a gross density of 3.34 units per acre.

Based on current market pricing provided by the current landowner, the estimated average market price of residential units to be developed in the District will be \$900,000. On average, per data via the National Association of Homebuilders (“NAHB”) a finished building lot is valued at 18.5% of the total home and lot package for a single family unit. This produces an estimated finished lot value of \$166,500. The Phase 2 CIP has a total cost as financed of \$67,150,000 for 467 units, thus the cost to produce a finished lot is \$143,790. The market value of the land, as improved by the CIP, is then estimated as the difference between the value of the finished lot of \$166,500 and the cost of the improvements per lot of \$143,790 resulting in a residual value for the land, as improved, of \$22,710 per lot. The foregoing market value is subject to change based on the final pricing details of the District’s bond issues and the market value of the homes to be built on the properties.

According to the Duval County Property Appraiser, the 139.84 acres of land that comprise the District’s Phase 2 has an estimated land value of \$49,824. The development program produces a density of 3.34 units per acre for a total of 467 lots, so the land value per unit is \$107.

Therefore, the District’s Phase 2 CIP will provide a special benefit to the District’s properties. The net increase in the market value of the lots once improved by the District’s Phase 2 CIP is estimated at \$22,710. Therefore, the net benefit in market value of the lots after deducting the cost of the land before the improvements is \$22,603 (i.e. $\$22,710 - \$107 = \$22,603$). This demonstrates the special benefits generated by the CIP to the properties.

Table 3. Demonstration of Special Benefit for Properties in Boggy Branch Phase 2

<u>Category</u>	<u>Amount</u>
Acreage	139.8
Maximum Bonds	\$67,150,000
Debt/Acre	\$480,192
<u>Category</u>	<u>Amount</u>
Units	467
District Acreage	139.8
	=====
Units/Acre	3.34
Average Price	\$900,000
Finished lot	\$166,500
Cost per lot	\$143,790
	=====
Remainder	\$22,710
Est. Land Value-Cost*	\$49,824
Acres	139.84
Cost/Acre	\$356
Cost/DU/Lot	\$107
	=====
Net Benefit	\$22,603

Source: PFM Financial Advisors LLC

*Based on the 2022 assessed value of all assessable District land provided by the Duval County Property Appraiser.

2.0 CIP Plan of Finance

The District has advised it intends to finance all or a portion of its Phase 2 CIP costs as detailed in Table 2 by issuing bonds. These bonds may be issued in several series, as development progresses within the District. A number of component funds comprise the total principal of the bonds to be issued by the District. These funds may include, but are not limited to, acquisition and construction, capitalized interest, a debt service reserve, underwriter's discount, and issuance costs. The debt service reserve account is set initially at 100% of maximum annual debt service. The bond sizing includes 24 months of capitalized interest. The underwriter's discount is estimated at 2.0% of par. This allowance pays the underwriter for taking the risks involved in purchasing the District's bonds. The cost of issuance pays for the trustee, financial advisor, district counsel and other costs associated with issuing the District's bonds.

An estimate of the bond issuance required to fund the District's Phase 2 CIP is found in Table 4. The construction/acquisition funds raised by the District's bonds may fund only a portion of the District's Phase 2 CIP. The balance of any remaining Phase 2 CIP costs will be funded by one or more District landowner(s) or by other means. As bonds are issued by the District over time, the District will adopt supplemental assessment methodology report(s) detailing the particulars of each specific bond issue with respect to bond pricing and the associated assessments for properties securing each bond issuance.

Table 4. Estimated District Bond Financing Details

<u>Bond Fund</u>	<u>Total Bonds Value</u>
Construction Fund	\$49,696,000
Debt Service Reserve	\$5,685,673
Capitalized Interest	\$10,072,500
Cost of Issuance	\$350,000
Underwriter's Discount	\$1,343,000
Rounding	<u>\$2,827</u>
Total	\$67,150,000
Rate	7.5%
Term	30
Capitalized Interest (months)	24
Maximum Net Annual Debt Service	\$5,685,673
Maximum Gross Annual Debt Service (1)	\$6,146,674

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.5% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

3.0 Assessment Methodology

3.1 Assessment Foundation

The assessment methodology associated with the allocation of the costs of the Phase 2 CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of the infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives. The District's capital improvements are intended to act as a system of improvements allowing for each phase to benefit from the preceding phase and/or subsequent phase of infrastructure development as the improvements are installed.

3.2 Allocation of Specific Assessments

The discussion offered below illustrates the process by which the District will allocate bond debt it incurs to fund its Phase 2 CIP. The District's maximum \$67,150,000 of total bond debt is detailed in Table 5. The District's bond debt will be secured primarily by special assessments allocated to properties in the District based on and proportional to the benefits that each property receives from the CIP. As described above, until such time as either: (a) properties are sold along with their entitlements or (b) plats are recorded; the specific land uses in the District are not known with certainty. Therefore, at the outset, the debt is allocated on an acreage basis across all benefited acres in the District totaling approximately 139.84 acres. As the sale and platting process unfolds, the District will more finely articulate the allocation of debt to benefiting properties based on their land uses.

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

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units ("ERU"), dwelling units, and acreage. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in *Winter Springs v. State*.³ In addition, the ERU methodology is widely used in other similar CDDs. Note that the current development plan includes two lot sizes; however, any additional lot size(s) will be assessed via benefits based on its lot width (front feet) consistent with this Master Methodology Phase 2.

Table 5 contains the allocation of the District's Phase 2 CIP costs, as financed, to the Development Units planned for the District based on the ERU value assigned to each Development Unit. Table 6 shows the annual bond debt service assessments associated with the bond par allocations found in Table 5. Table 6 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual Development Units at that time.

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

Table 5. Allocation of the Costs of the District’s CIP, as Financed

<u>Land Use</u>	<u>Volume</u>	<u>ERU/Unit</u>	<u>ERUs</u>	<u>%ERU</u>	<u>Total Debt</u>	<u>Debt/Unit</u>
Townhome / High Density	0	0.75	0.0	0%	\$0	\$0
SF 40'	172	0.90	154.8	33%	\$22,301,695	\$129,661
SF 50'	145	1.00	145.0	31%	\$20,889,831	\$144,068
SF 60'	137	1.10	150.7	32%	\$21,711,017	\$158,475
SF 70'	<u>13</u>	1.20	<u>15.6</u>	3%	<u>\$2,247,458</u>	\$172,881
Total	467		466.1	100%	\$67,150,000	

Source: PFM Financial Advisors LLC

Table 6. Summary of Annual Assessments

<u>Land Use</u>	<u>Total Debt</u>	<u>Annual Assessment</u>	<u>Administrative Costs</u>	<u>Total Annual Assessment (1)</u>
Townhome / High Density	\$0	\$0	\$0	\$0
SF 40'	\$22,301,695	\$1,888,312	\$153,106	\$2,041,418
SF 50'	\$20,889,831	\$1,768,768	\$143,414	\$1,912,181
SF 60'	\$21,711,017	\$1,838,299	\$149,051	\$1,987,350
SF 70'	<u>\$2,247,458</u>	<u>\$190,295</u>	<u>\$15,429</u>	<u>\$205,724</u>
Total	\$67,150,000	\$5,685,673	\$461,001	\$6,146,674

<u>Land Use</u>	<u>Debt/Unit</u>	<u>Annual Assessment per Unit (net)</u>	<u>Administrative Costs per Unit</u>	<u>Annual Assessment per Unit (gross) (1)</u>
Townhome / High Density	\$0	\$0.00	\$0.00	\$0.00
SF 40'	\$129,661	\$10,978.56	\$890.15	\$11,868.71
SF 50'	\$144,068	\$12,198.40	\$989.06	\$13,187.46
SF 60'	\$158,475	\$13,418.24	\$1,087.97	\$14,506.20
SF 70'	\$172,881	\$14,638.08	\$1,186.87	\$15,824.95

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.5% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

3.3 True-Up Mechanism

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

To preclude this, a test is conducted when development thresholds are reached within the District. As long as the development at these thresholds does not cause the debt on the remaining land to increase above a debt ceiling level illustrated in Table 7 below, then no further action is necessary. However, if the debt on the remaining land does increase, a debt reduction payment will be necessary.

The debt ceiling level is established at the time each series of bonds is issued. For example, the District may issue up to \$67,150,000 in Bonds to fund the CIP. According to the Engineer’s Report, there are approximately 139.84 gross acres of land within the District. Each of these acres will be assigned an equal assessment of the \$67,150,000 in remaining unassigned bond debt assessments. Therefore, and assuming for purposes of this illustration that all \$67,150,000 in anticipated bond debt is issued by the District to fund its CIP, the ceiling level of debt for developable and assessable properties would be \$480,192 per acre ($\$67,150,000 / 139.84$). This ceiling level is based upon the best information available at the time of this report, is subject to change, and will only be finalized at the time of the District’s first bond issuance.

A test will be conducted when 25%, 50%, 75%, and 90% of the acreage within the District has been developed. The ceiling amount of debt is determined at the time any District bond issuance is closed. The debt ceiling level is the ratio of the amount of debt outstanding divided by the number of acres of land for which no debt allocation has occurred as per this methodology. Table 7 below illustrates when the true-up test will be applied to determine if debt reduction payments are required. However, a true-up payment may be suspended at the District’s discretion. If the property owner can demonstrate to the District, and the District finds in its discretion (consistent with the opinion of the District Engineer), that all necessary land use approvals, including applicable zoning, can reasonably and economically support development totaling greater than or equal to 467 residential units, on the remaining unplatted developable acreage within the remaining acres, a true-up payment may be suspended.

Table 7. True- Up Thresholds

Category	25%	50%	75%	90%	100%
Platted Developable Acres	35.0	69.9	104.9	125.9	139.8
Unplatted Developable Acres	104.9	69.9	35.0	14.0	-
Debt Ceiling per Acre	\$480,192	\$480,192	\$480,192	\$480,192	\$480,192

Source: PFM Financial Advisors LLC

In the event that additional land not currently subject to the assessments required to repay the debt associated with the CIP is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Master Methodology Phase 2 will be re-applied to include such new parcels. The additional land, as a result of applying this Master Methodology Phase 2, will be allocated an appropriate share of the special assessments, with all previously-assessed parcels receiving a relative adjustment in their assessment levels.

4.0 Contribution of District Infrastructure and/or Improvements

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

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

5.0 Assessment Roll

Table 8 outlines the maximum bond principal assessment per assessable acre for the lands within the District's Phase 2. A description of the land within the District, which will be assessed to secure the repayment of the District's bonds, is found in Exhibit "A", below. The assessments shall be paid in not more than thirty (30) annual installments.

Table 8. Assessment Roll

<u>Parcel ID Numbers</u>	<u>Assessable Acreage</u>	<u>Bond Principal Assessment</u>	<u>Bond Principal Assessment per Acre</u>	<u>Net Total Bond Annual Assessment</u>	<u>Net Annual Assessment per Acre</u>	<u>Bond Gross Annual Assessment (1)</u>	<u>Bond Gross Annual Assessment per Acre (1)</u>
Exhibit "A" - Legal Description	139.84	\$67,150,000	\$480,192	\$5,685,673	\$40,658	\$6,146,674	\$43,955

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.5% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

EXHIBIT "A"
LEGAL DESCRIPTION OF PHASE 2 LAND LOCATED WITHIN THE DISTRICT*

*Source: District Engineer

A portion of Section 16, Township 3 South, Range 28 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 17036, page 2398, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 16, thence North 89°58'23" East, along the Southerly line of said Section 16, a distance of 1565.26 feet to the Point of Beginning.

From said Point of Beginning, thence North 00°01'38" West, departing said Southerly line of Section 16, a distance of 118.18 feet to a point on a non-tangent curve concave Northwesterly having a radius of 848.50 feet; thence Northeasterly along the arc of said curve, through a central angle of 30°47'47", an arc length of 456.07 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 52°07'38" East, 450.60 feet; thence North 36°43'45" East, 71.13 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 20°14'56", an arc length of 8.84 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 46°51'12" East, 8.79 feet; thence North 53°16'15" West, along a non-tangent line, 99.14 feet to a point on a non-tangent curve concave Westerly having a radius of 25.00 feet; thence Northerly along the arc of said curve, through a central angle of 38°20'35", an arc length of 16.73 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 05°01'02" East, 16.42 feet; thence Northerly along the arc of a curve concave Easterly having a radius of 91.50 feet, through a central angle of 54°53'24", an arc length of 87.66 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 13°17'27" East, 84.34 feet; thence Northerly along the arc of a curve concave Westerly having a radius of 25.00 feet, through a central angle of 61°49'45", an arc length of 26.98 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 09°49'16" East, 25.69 feet; thence North 21°05'36" West, 230.20 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 66°05'36" West, 35.36 feet; thence South 68°54'24" West, 137.78 feet; thence North 21°05'36" West, 60.00 feet; thence North 68°54'24" East, 12.28 feet; thence North 21°05'36" West, 260.00 feet; thence North 68°54'24" East, 20.00 feet; thence North 21°05'36" West, 488.70 feet to a point on a non-tangent curve concave Northerly having a radius of 1029.50 feet; thence Westerly along the arc of said curve, through a central angle of 02°07'46", an arc length of 38.26 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 68°45'51" West, 38.26 feet; thence North 20°10'16" West, along a non-tangent line, 223.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 819.77 feet; thence Northeasterly along the arc of said curve, through a central angle of 12°23'15", an arc length of 177.24 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 63°36'24" East, 176.89 feet; thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 25.00 feet, through a central angle of 72°01'00", an arc length of 31.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and

distance of North 22°35'18" East, 29.40 feet; thence North 13°25'12" West, 12.12 feet; thence North 76°34'48" East, 76.71 feet to a point lying on the Southerly boundary line of SEQ Residential Phase 1A, as recorded in Plat Book 78, page 148 of said current Public Records; thence along said boundary line the following 7 courses: Course 1, thence Easterly along a non-tangent curve concave Northerly having a radius of 25.00 feet, through a central angle of 37°21'05", an arc length of 16.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 77°16'20" East, 16.01 feet; Course 2, thence North 58°35'48" East, 180.80 feet to the point of curvature of a curve concave Southerly having a radius of 743.50 feet; Course 3, thence Easterly along the arc of said curve, through a central angle of 36°21'47", an arc length of 471.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 76°46'41" East, 463.99 feet; Course 4, thence South 85°02'25" East, 186.24 feet to a point on a non-tangent curve concave Northerly having a radius of 507.86 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of 09°21'21", an arc length of 82.93 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 89°01'00" East, 82.83 feet; Course 6, thence South 03°48'30" East, along a non-tangent line, 83.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; Course 7, thence Southeasterly along the arc of said curve, through a central angle of 84°01'35", an arc length of 36.66 feet to a point of reverse curvature, said point lying on the Southerly boundary of SEQ Residential Phase 1B, Parcel "A", as recorded in Plat Book 80, page 35 of said current Public Records, said arc being subtended by a chord bearing and distance of South 51°47'43" East, 33.47 feet; thence along said boundary line of SEQ Residential Phase 1B, Parcel "A", the following 22 courses: Course 1, thence Southerly departing said boundary line of SEQ Residential Phase 1A and along the arc of a curve concave Easterly having a radius of 535.00 feet, through a central angle of 08°56'52", an arc length of 83.55 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 14°15'22" East, 83.46 feet; Course 2, thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 15.00 feet, through a central angle of 93°08'37", an arc length of 24.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 27°50'31" West, 21.79 feet; Course 3, thence South 15°35'10" East, along a non-tangent line, 20.00 feet; Course 4, thence North 74°24'50" East, 5.05 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet; Course 5, thence Southeasterly along the arc of said curve, through a central angle of 81°37'09", an arc length of 21.37 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 64°46'36" East, 19.61 feet; Course 6, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 535.00 feet, through a central angle of 02°25'27", an arc length of 22.64 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 25°10'44" East, 22.63 feet; Course 7, thence North 64°02'42" East, along a non-tangent line, 64.98 feet to a point on a non-tangent curve concave Southeasterly having a radius of 15.00 feet; Course 8, thence Northeasterly along the arc of said curve, through a central angle of 101°18'41", an arc length of 26.52 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 24°42'02" East, 23.20 feet; Course 9, thence Easterly along the arc of a curve concave Northerly having a radius of 714.93 feet, through a central angle of 07°08'03", an arc length of 89.02 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 71°47'21" East, 88.96 feet; Course 10, thence Easterly along the arc of a curve concave Southerly having a radius of 15.00 feet, through a central angle of 85°49'22", an arc length of 22.47 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°51'59" East, 20.43 feet; Course 11, thence South 25°57'18" East, 17.99 feet; Course 12, thence North 64°02'42" East, 20.00 feet to a point on a non-tangent curve concave

Southeasterly having a radius of 15.00 feet; Course 13, thence Northeasterly along the arc of said curve, through a central angle of $114^{\circ}11'25''$, an arc length of 29.89 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $31^{\circ}08'24''$ East, 25.19 feet; Course 14, thence Easterly along the arc of a curve concave Northerly having a radius of 431.50 feet, through a central angle of $12^{\circ}10'24''$, an arc length of 91.68 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $82^{\circ}08'55''$ East, 91.51 feet; Course 15, thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 15.00 feet, through a central angle of $77^{\circ}58'59''$, an arc length of 20.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $64^{\circ}56'48''$ East, 18.88 feet; Course 16, thence South $25^{\circ}57'18''$ East, 8.49 feet; Course 17, thence North $64^{\circ}02'42''$ East, 97.00 feet to a point on a non-tangent curve concave Easterly having a radius of 15.00 feet; Course 18, thence Northerly along the arc of said curve, through a central angle of $85^{\circ}37'41''$, an arc length of 22.42 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $16^{\circ}51'32''$ East, 20.39 feet; Course 19, thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 431.50 feet, through a central angle of $06^{\circ}26'04''$, an arc length of 48.46 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $56^{\circ}27'21''$ East, 48.43 feet; Course 20, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 90.00 feet, through a central angle of $13^{\circ}51'44''$, an arc length of 21.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $60^{\circ}10'11''$ East, 21.72 feet; Course 21, thence North $67^{\circ}06'02''$ East, 33.05 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet; Course 22, thence Southeasterly along the arc of said curve, through a central angle of $92^{\circ}25'09''$, an arc length of 24.20 feet to the point of tangency of said curve, said point lying on the Southerly boundary line of those lands described and recorded in Official Records Book 19523, page 1562 of said current Public Records, said arc being subtended by a chord bearing and distance of South $66^{\circ}41'23''$ East, 21.66 feet; thence along said Southerly boundary line of Official Records Book 19523, page 1562, the following 9 courses: Course 1, thence South $20^{\circ}28'48''$ East, departing said boundary line of SEQ Residential Phase 1B, Parcel "A", a distance of 155.76 feet to the point of curvature of a curve concave Westerly having a radius of 918.50 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of $19^{\circ}45'48''$, an arc length of 316.82 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $10^{\circ}35'54''$ East, 315.25 feet; Course 3, thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 15.00 feet, through a central angle of $92^{\circ}51'18''$, an arc length of 24.31 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}42'38''$ West, 21.74 feet; Course 4, thence South $02^{\circ}08'17''$ West, 60.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 15.00 feet; Course 5, thence Southeasterly along the arc of said curve, through a central angle of $92^{\circ}51'18''$, an arc length of 24.31 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $41^{\circ}26'04''$ East, 21.74 feet; Course 6, thence Southerly along the arc of a curve concave Westerly having a radius of 918.50 feet, through a central angle of $30^{\circ}34'20''$, an arc length of 490.10 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $20^{\circ}16'45''$ West, 484.31 feet; Course 7, thence South $54^{\circ}26'01''$ East, along a non-tangent line, 20.00 feet to a point on a non-tangent curve concave Southerly having a radius of 15.00 feet; Course 8, thence Easterly along the arc of said curve, through a central angle of $88^{\circ}29'55''$, an arc length of 23.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $79^{\circ}48'52''$ East, 20.93 feet; Course 9, thence South $55^{\circ}56'10''$ East, 127.08 feet to the point of curvature of a curve concave Southwesterly having

a radius of 370.00 feet; thence Southeasterly continuing along last said boundary line, along said Southerly boundary line of SEQ Residential Phase 1B, Parcel "A", and along the arc of said curve, through a central angle of $07^{\circ}08'35''$, an arc length of 46.13 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South $52^{\circ}21'53''$ East, 46.10 feet; thence continue along said Southerly boundary line of SEQ Residential Phase 1B, Parcel "A", the following 21 courses: Course 1, thence Southerly along a non-tangent curve concave Westerly having a radius of 15.00 feet, through a central angle of $97^{\circ}16'45''$, an arc length of 25.47 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $00^{\circ}09'13''$ East, 22.52 feet; Course 2, thence South $48^{\circ}29'24''$ West, along a non-tangent line, 5.68 feet; Course 3, thence South $41^{\circ}30'36''$ East, 65.00 feet; Course 4, thence North $48^{\circ}29'24''$ East, 5.00 feet to the point of curvature of a curve concave Southerly having a radius of 15.00 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of $98^{\circ}05'46''$, an arc length of 25.68 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $82^{\circ}27'43''$ East, 22.66 feet; Course 6, thence North $56^{\circ}35'10''$ East, along a non-tangent line, 20.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 390.00 feet; Course 7, thence Northwesterly along the arc of said curve, through a central angle of $01^{\circ}00'18''$, an arc length of 6.84 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $33^{\circ}54'59''$ West, 6.84 feet; Course 8, thence Northerly along the arc of a curve concave Easterly having a radius of 15.00 feet, through a central angle of $82^{\circ}54'32''$, an arc length of 21.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $07^{\circ}02'08''$ East, 19.86 feet; Course 9, thence North $48^{\circ}29'24''$ East, 79.37 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 10, thence Easterly along the arc of said curve, through a central angle of $97^{\circ}06'23''$, an arc length of 42.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $82^{\circ}57'25''$ East, 37.48 feet; Course 11, thence North $55^{\circ}35'47''$ East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 570.00 feet; Course 12, thence Northwesterly along the arc of said curve, through a central angle of $01^{\circ}19'08''$, an arc length of 13.12 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $35^{\circ}03'47''$ West, 13.12 feet; Course 13, thence Northerly along the arc of a curve concave Easterly having a radius of 25.00 feet, through a central angle of $84^{\circ}12'45''$, an arc length of 36.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $06^{\circ}23'01''$ East, 33.53 feet; Course 14, thence North $48^{\circ}29'24''$ East, 127.36 feet; Course 15, thence South $41^{\circ}30'36''$ East, 86.00 feet; Course 16, thence North $48^{\circ}29'24''$ East, 76.00 feet; Course 17, thence North $41^{\circ}30'36''$ West, 86.00 feet; Course 18, thence North $48^{\circ}29'24''$ East, 231.96 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 19, thence Easterly along the arc of said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $86^{\circ}30'36''$ East, 35.36 feet; Course 20, thence North $48^{\circ}29'24''$ East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet; Course 21, thence Northerly along the arc of said curve, through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $03^{\circ}29'24''$ East, 35.36 feet; thence North $48^{\circ}29'24''$ East, continuing along said Southerly boundary line of SEQ Residential Phase 1B, Parcel "A", and along said Southerly boundary line of Official Records Book 19523, page 1562, a distance of 340.00 feet; thence continue along said Southerly boundary line of Official Records Book 19523, page 1562, the following 15 courses: Course 1, thence Easterly along the arc of a curve concave Southerly having a radius of 25.00 feet, through a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to a point on

said curve, said arc being subtended by a chord bearing and distance of South 86°30'36" East, 35.36 feet; Course 2, thence North 48°29'24" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°29'24" East, 35.36 feet; Course 4, thence North 48°29'24" East, 220.00 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 5, thence Easterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 86°30'36" East, 35.36 feet; Course 6, thence North 48°29'24" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Easterly having a radius of 25.00 feet; Course 7, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 03°29'24" East, 35.36 feet; Course 8, thence North 48°29'24" East, 210.00 feet to the point of curvature of a curve concave Southerly having a radius of 25.00 feet; Course 9, thence Easterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 86°30'36" East, 35.36 feet; Course 10, thence South 41°30'36" East, 80.00 feet to the point of curvature of a curve concave Westerly having a radius of 15.00 feet; Course 11, thence Southerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 23.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 03°29'24" West, 21.21 feet; Course 12, thence South 48°29'24" West, 125.00 feet; Course 13, thence South 41°30'36" East, 800.24 feet to the point of curvature of a curve concave Southwesterly having a radius of 700.00 feet; Course 14, thence Southeasterly along the arc of said curve, through a central angle of 33°17'58", an arc length of 406.83 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 24°51'37" East, 401.13 feet; Course 15, thence North 89°09'49" East, 108.06 feet to the Southeast corner of said Official Records Book 19523, page 1562, said corner lying on the Easterly line of said Section 16; thence South 00°50'17" East, along said Easterly line, 905.21 feet to the Southeast corner of said Section 16; thence South 89°58'23" West, along said Southerly line of Section 16, a distance of 3775.16 feet to the Point of Beginning.

Containing 139.84 acres, more or less.

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2024-01,
Assessment Resolution for Series 2024

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; APPROVING A SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT IN CONNECTION WITH THE DISTRICT'S NON-AD VALOREM SPECIAL ASSESSMENTS AND A SUPPLEMENTAL ENGINEER'S REPORT RELATING TO ITS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024; CONFIRMING THE LEVY OF THE ASSESSMENTS IN CONNECTION WITH THE SERIES 2021 BONDS; INDICATING THE INTENT TO LEVY AND COLLECT SUCH ASSESSMENTS IN CONNECTION WITH THE SERIES 2024 BONDS; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Boggy Branch Community Development District (“District”) previously issued its Special Assessment Revenue Bonds, Series 2021 (the "Series 2021 Bonds") to fund beneficial public infrastructure and improvements and the acquisition of related interests in land; and

WHEREAS, the District's Board of Supervisors (the "Board") desires to continue the implementation of beneficial public infrastructure and improvements via the issuance of its Special Assessment Revenue Bonds, Series 2024 (the "Series 2024 Bonds"); and

WHEREAS, all assessable land within the boundaries of the District (the “Assessment Area” described in **Exhibit A**) has specially benefitted from the District public infrastructure and improvements and the acquisition of related interests in land funded, all or in part, with the Series

2021 Bonds (the "2021 Improvements") and also will specially benefit from the District public infrastructure and improvements to be financed and refinanced, all or in part, via the issuance of the Series 2024 Bonds (the "2024 Improvements," and collectively with the 2021 Improvements, the "Improvements"), all as described in the District's Capital Improvement Plan, dated March 3, 2020, prepared by England-Thims & Miller, Inc. (the "Master Engineer's Report"), and as supplemented by the *First Supplemental Engineer's Report to the Capital Improvement Plan*, dated March 24, 2020, updated November 11, 2020, and further supplemented by the *Second Supplemental Engineer's Report to the Capital Improvement Plan* dated December 7, 2023 (the "Second Supplemental Engineer's Report") and together with the Master Engineer's Report, the "Engineer's Report") (which Second Supplemental Engineer's Report is attached hereto as **Exhibit B** and incorporated herein by reference); and

WHEREAS, the Board of the District hereby confirms its determination to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the Improvements described in the Master Engineer's Report and determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the Improvements to be financed and refinanced by the Series 2024 Bonds described in the Second Supplemental Engineer's Report; and

WHEREAS, it is in the best interest of the District to pay, and to continue to pay, for the cost of the Improvements by special assessments assessed and levied pursuant to Chapter 190, Florida Statutes and other applicable law (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District has previously determined and hereby confirms that benefits have and will accrue to the property improved, the amount of those benefits, and that special assessments have been and will be made in proportion to the benefits received as set forth in the Master Assessment Methodology, Phase 2, dated December 7, 2023 (the "Second Methodology Report"), attached hereto as **Exhibit C** and incorporated herein by reference and on file at 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 (the "District Records Office"), which Second Methodology Report reflects the final pricing details of the Series 2021 Bonds and Series 2024 Bonds; and

WHEREAS, a portion of the Assessments will be levied and collected to pay debt service on the (i) Series 2021 Bonds (the "Series 2021 Assessments") which were issued to fund costs associated with the 2021 Improvements, and (iii) Series 2024 Bonds (the "Series 2024 Assessments") which will be issued to fund costs associated with the 2024 Improvements; and

WHEREAS, in the event additional developable lands are annexed into the boundaries of the District, such land will be specially benefited by the Improvements and the District will undertake the procedures necessary to levy the Assessments on such lands; and

WHEREAS, the District hereby determines and confirms that the Assessments levied to be levied will not exceed the benefit to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray a portion of the cost of the Improvements.

2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B and Exhibit C** are also on file and available for public inspection at the same location.

3. The total estimated cost of the 2024 Improvements is \$49,696,000.00 (“Estimated Cost”).

4. The unreimbursed costs for the 2021 Improvements is \$7,240,000.00, which provides special benefit to the residents of the entirety of the District.

5. The Assessments will defray approximately \$67,150,000.00, which includes the total cost of the Improvements, plus financing-related costs, capitalized interest and a debt service reserve.

6. The Second Supplemental Engineer’s Report attached as **Exhibit B** and the Second Methodology Report attached as **Exhibit C** are each hereby approved.

7. The Assessments, as reflected in the Second Methodology Report, and the intent of the District to continue to levy and collect the Assessments in connection with the Series 2021 Bonds and in connection with the Series 2024 Bonds upon the issuance thereof, in accordance with the proceedings relating to the Assessments previously undertaken by the District, as supplemented by this resolution and the Second Methodology Report, are hereby ratified, and confirmed.

8. The manner in which the Series 2024 Assessments shall be apportioned and paid in accordance with the assessment methodology approved at the public hearing referenced below is set forth in **Exhibit C**.

9. The Series 2024 Assessments shall be levied, and the Series 2021 Assessments shall continue to be levied, upon all assessable lots and lands adjoining and

contiguous or bounding and abutting upon such Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

10. There is on file, at the District Records Offices, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

11. The Series 2021 Assessments, and the Series 2024 Assessments, respectively, shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, subject to the provisions of the pertinent trust indentures pursuant to which the Series 2021 Bonds and the Series 2024 Bonds are or were issued (the "Indentures"). Except during any period of time in which there has occurred and is continuing an Event of Default (as defined in the Indentures), each of the Series 2021 Assessments, and the Series 2024 Assessments, respectively, shall be collected and paid at the same time and in the same manner.

12. The District Manager has caused to be made an assessment roll, in accordance with the method of assessment described in **Exhibit C** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land is hereby adopted and approved as the District's current assessment roll.

13. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of the property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

14. The District Manager is hereby directed to cause this Resolution to be published twice (one a week for two (2) consecutive weeks) in a newspaper of general circulation within Duval County and to provide such other notice as may be required by law or desired in the best interests of the District.

15. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented, and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

16. 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.

17. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 7th day of December, 2023.

ATTEST:

BOGGY BRANCH
COMMUNITY DEVELOPMENT
DISTRICT NO. 1

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Legal Description of Assessment Area.

Exhibit B: Second Supplemental Engineer's Report, dated December 7, 2023.

Exhibit C: Master Assessment Methodology Report, Phase 2, dated December 7, 2023.

EXHIBIT A

EXHIBIT B

EXHIBIT C

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2024-02,
Setting Public Hearing on
Special Assessments for Series 2024

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON JANUARY 18, 2024, AT 11:00 A.M., AT 14785 OLD ST. AUGUSTINE ROAD, SUITE 3, JACKSONVILLE, FLORIDA 32258, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*.

WHEREAS, the Board of Supervisors (“Board”) of the Boggy Branch Community Development District (“District”) has previously adopted Resolution 2024-01 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; APPROVING A SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT IN CONNECTION WITH THE DISTRICT’S NON-AD VALOREM SPECIAL ASSESSMENTS AND A SUPPLEMENTAL ENGINEER’S REPORT RELATING TO ITS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024; CONFIRMING THE LEVY OF THE ASSESSMENTS IN CONNECTION WITH THE SERIES 2021 BONDS; INDICATING THE INTENT TO LEVY AND COLLECT SUCH ASSESSMENTS IN CONNECTION WITH THE SERIES 2024 BONDS; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Resolution 2024-01, a preliminary special assessment roll

has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, PFM Group Consulting, LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 (the "District Manager's Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held at 11:00 a.m., January 18, 2024, located at 14785 Old St. Augustine Road, Suite 3, Jacksonville, Florida 32258, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the preliminary special assessment roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager at 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Ph: 407-723-5900.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Duval County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 7th day of December 2023.

ATTEST:

BOGGY BRANCH
COMMUNITY DEVELOPMENT
DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisor

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2024-03,
Election of Officers

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the "Board"), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is elected Chair.

Section 2. _____ is elected Vice Chair.

Section 3. _____ is elected Secretary.

_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.

Section 4. _____ is elected Treasurer.

Section 5. _____ is elected as Assistant Treasurer.
_____ is elected as Assistant Treasurer.
_____ is elected as Assistant Treasurer.
_____ is elected as Assistant Treasurer.

Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7TH DAY of DECEMBER 2023

ATTEST

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice-Chair

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2024-04,
Designating Authorized Signatories for the
District's Bank Account(s)

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO DESIGNATE THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boggy Branch Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Duval County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") has previously established a checking account on behalf of the District; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the funds of the District shall be disbursed by warrant or check signed by the Treasurer and by such other person as may be authorized by the Board; and

WHEREAS, the Board has, pursuant to Resolution 2024-03, elected a Chair, Secretary, Treasurer and Assistant Treasurer(s) for the District; and

WHEREAS, the District Board desires to authorize signatories for the operating bank accounts(s).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT:

1. The Chair, Secretary, Treasurer and Assistant Treasurer(s) are hereby designated as authorized signatories for the operating bank account(s) of the District.
2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of December 2023.

ATTEST:

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Discussion Pertaining to
Ryals Creek CDD Interlocal Agreement

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Purchase Requisition Request Form

BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Sam McLaughlin

ADDRESS: 1050 SE 6th Street/P.O. Box 311, Lake Butler FL 32054

TELEPHONE NUMBER: 386-523-9643

2. Manufacturer or brand, model or specification number of the item.

Limestone Materials

3. Quantity needed as estimated by Contractor per attached Quote

4. The price quoted by the supplier for the construction materials identified above.

\$87,000

5. The sales tax associated with the price quote \$5295.00

6. Shipping and handling insurance cost. \$ 0.0

7. Delivery dates as established by CONTRACTOR. TBD

OWNER: BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Kerry White
Authorized Signature (Title)

10/25/23
Date

PURCHASING AGENT: England-Thims & Miller, Inc.

Scott A. Wald, DISTRICT ENGINEER
Authorized Signature (Title)

10/23/23
Date

CONTRACTOR: Vallencourt Construction Company

Tim Lamb
Authorized Signature (Title)

10/23/2023
Date

PURCHASE ORDER

PURCHASE ORDER - P.O.: BBCDD-014

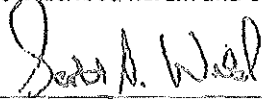
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Boggy Branch CDD 3501 Quadrangle Boulevard Suite 270 Orlando, FL 32817	Seller:	Pritchett Trucking, Inc
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Chris Western	Address:	1050 SE 6 th Street/P.O. Box 311, Lake Butler FL 32054
Phone:	904-497-3336	Phone:	386-523-9643


"Project"			
Project Name:	Seven Pines 1C	Contract Date:	10/19/2023
Project Address:	Kernan Blvd. and Stillwood Pines Blvd. Jacksonville, FL		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.
Schedule – The Goods shall be delivered as soon as possible from the date of this Order.
Price – \$87,000
Certificate of Exemption #85-8017914099C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.



Owner
By: ETM, Inc. District Engineer
Name: Scott A. Wild
Title: Executive Vice President
Date Executed: _____

Pritchett Trucking, Inc
Seller 

By: Pritchett Trucking, Inc
Name: Sam McCaughey
Title: Operations Manager
Date Executed: 10/25/23

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

Pritchett Trucking, Inc.
1050 SE 6th Street / PO BOX 311
Lake Butler, FL 32054

Rate Quote

Quote #: Q0005426
Customer/Invoice to: VALLENCOURT CONSTRUCTION
Contact: TIM GADDIS
Phone: (904) 291-9330
Email: timg@vallencourt.com

Group:
Prepared by: Sam McLaughlin

smclaughlin@pritchetttrucking.com

Effective: 10/19/2023
Expires: 11/18/2023

Trailer type: Dump Trailer (DAT)
Commodity: LIMEROCK

Stop Information

Pickup Name: LIMESTONE MATERIALS Contact:
Address: Phone:
City, St: NEWBERRY FL 32669
Est date: 10/19/2023

Job Name: SEVEN PINES 1C Contact:
Address: JTB & KERNAN Phone:
City, St: JACKSONVILLE FL 32256
Est date: 10/19/2023

Quote Total: **\$7.25**

Summary of Charges

Rate Method	Units	Rate	Freight Charge
Tons	1.0	.00	\$0.00
LR LIMEROCK	1.0000	7.2500	\$7.25

Additional Notes:

MATERIAL ONLY FOR ODP.

Fuel Surcharge based on weekly fuel matrix at time of delivery unless otherwise noted. Tax on Material not included but applicable. All Material is billed through GP Materials. Payment terms net 30. Quote valid for 30 days.

Customer Name: _____

Customer Signature: _____

EXHIBIT D

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Boggy Branch Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017914099C-1, affirms that the tangible personal property purchased pursuant to a Purchase Order number BBDD014 from PRITCHETT TRUCKING, INC. (Vendor) on or after October 19, 2023 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated June 20, 2023 with Vallencourt Construction Company, Inc. (Contractor) for the construction of Seven Pines 1C.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative

Boggy Branch CDD - Chair, Board of Supervisors
Title

Kelly White

10/25/23

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Requisitions Nos. 202 – 219

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **202**

(B) Name of Payee: **ENGLAND-THIMS & MILLER, INC.**

(C) Amount Payable: **\$ 2,875.00**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **COJ Inspection Services and Contract Administration (Phase 1C)
Invoice 209369 (July 2023)**

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned hereby certifies that:

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

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

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

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any

of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelley White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

Date: A

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **203**

(B) Name of Payee: **CORE & MAIN**

(C) Amount Payable: **\$ 146,918.58**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
Owner Direct Purchase of Materials for Seven Pines Phase 1C

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned certifies that:

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

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

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

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelle White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

August 15, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **204**
- (B) Name of Payee: **Onsight Industries, LLC
900 Central Park Drive
Sanford, FL 32771-6634**
- (C) Amount Payable: **\$ 4,750.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Custom Street Signage – Invoice 002-21-306548-3**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

August 31, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 205
- (B) Name of Payee: Vallencourt Construction Co., Inc.

(C) Amount Payable: \$ 780,956.24

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Seven Pines, Phase 1C - Pay Request No. 2 (August 2023)**

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series**
The undersigned hereby certifies that:

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

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

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

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

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

Date: September 6, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 206
- (B) Name of Payee: Vallencourt Construction Co., Inc.

(C) Amount Payable: \$ 51,612.80

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Seven Pines, Phase 1A & 1B - Pay Request No. 31 (August 2023)

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: Special Assessment Bonds, Series
The undersigned hereby certifies that:

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

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

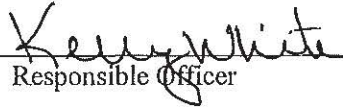
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

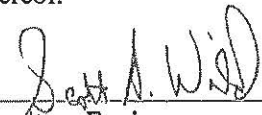
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

Date: September 7, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **207**
- (B) Name of Payee: **RINKER MATERIALS
PO BOX 935966
ATLANTA, GA 31193-5966**
- (C) Amount Payable: **\$ 612,534.10**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **SEQ Residential Ph1C Seven Pines Materials**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

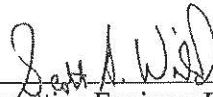
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer Date:

September 12, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **208**

- (B) Name of Payee: **ENGLAND-THIMS & MILLER, INC.**

- (C) Amount Payable: **\$ 5,957.00**

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **COJ Inspection Services and Contract Administration (Phase 1C) Invoice 210110 (August 2023)**

- (E) Amount, if any, that is used for a Deferred Cost:

- (F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.


The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any

of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

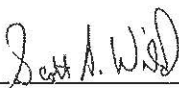
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

Date: September 12, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **209**

- (B) Name of Payee: **ETM Surveying & Mapping, Inc.**

- (C) Amount Payable: **\$ 1,233.75**

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **SEQ Residential Ph 1C – Platting Services – Invoice 0023560 (August 2023)**

- (E) Amount, if any, that is used for a Deferred Cost:

- (F) Fund or Account from which disbursement to be made: **Special Assessments, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

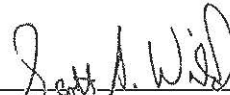
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

Date: September 13, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **210**
- (B) Name of Payee: **RINKER MATERIALS
PO BOX 935966
ATLANTA, GA 31193-5966**
- (C) Amount Payable: **\$ 187,444.80**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **SEQ Residential Ph1C Seven Pines Materials**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

Date: September 21, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **211**
- (B) Name of Payee: **Onsight Industries, LLC
900 Central Park Drive
Sanford, FL 32771-6634**
- (C) Amount Payable: **\$ 37,565.28**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Custom Street Signage Phase1B – Invoice 002-23-340924D**
- (E) Amount, if any, that is used for a Deferred Cost:
- (F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

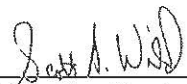
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

September 21, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 212
- (B) Name of Payee: Vallencourt Construction Co., Inc.

(C) Amount Payable: \$ 35,637.40

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Seven Pines, Phase 1A & 1B - Pay Request No. 32 (September 2023)

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: Special Assessment Bonds, Series
The undersigned hereby certifies that:

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

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;


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

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

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

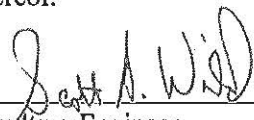
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

Date: September 27, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 213
- (B) Name of Payee: Vallencourt Construction Co., Inc.

(C) Amount Payable: \$ 579,170.91

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Seven Pines, Phase 1C - Pay Request No. 3 (September 2023)

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: Special Assessment Bonds, Series
The undersigned hereby certifies that:

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

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

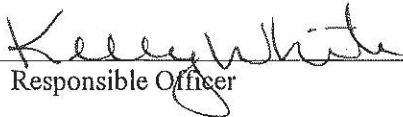
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

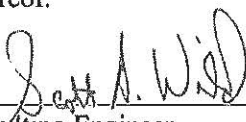
Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


Consulting Engineer

Date: September 27, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **214**

- (B) Name of Payee: **ETM Surveying & Mapping, Inc.**

- (C) Amount Payable: **\$ 540.00**

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **SEQ Residential Ph 1A – Platting Services – Invoice 23818 (September 2023)**

- (E) Amount, if any, that is used for a Deferred Cost:

- (F) Fund or Account from which disbursement to be made: **Special Assessments, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

Date: October 13, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **215**

- (B) Name of Payee: **ETM Surveying & Mapping, Inc.**

- (C) Amount Payable: **\$ 4,902.50**

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **SEQ Residential Ph IC – Platting Services – Invoice 23791 (September 2023)**

- (E) Amount, if any, that is used for a Deferred Cost:

- (F) Fund or Account from which disbursement to be made: **Special Assessments, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

Date: October 13, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **216**

- (B) Name of Payee: **ENGLAND-THIMS & MILLER, INC.**

- (C) Amount Payable: **\$ 257.00**

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **CDD Tax Exempt Purchase Administration - Invoice 210349 (Sept 2023)**

- (E) Amount, if any, that is used for a Deferred Cost:

- (F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kerry White
Responsible Officer

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

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

Joseph A. Wild
Consulting Engineer

Date: October 18, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **217**

(B) Name of Payee: **ENGLAND-THIMS & MILLER, INC.**

(C) Amount Payable: **\$ 8,570.91**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **COJ Inspection Services and Contract Administration (Phase 1C) Invoice 210353 (Sept 2023)**

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series 2021**

The undersigned hereby certifies that:

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

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

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

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Katey White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

Date: October 18, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 218
- (B) Name of Payee: Vallencourt Construction Co., Inc.

(C) Amount Payable: \$ 45,179.01

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Seven Pines, Phase 1A & 1B - Pay Request No. 33 (October 2023)

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: Special Assessment Bonds, Series
The undersigned hereby certifies that:

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

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

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

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

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelly White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

Date: October 25, 2023

**FORM OF REQUISITION
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

The undersigned, a Responsible Officer of the Boggy Branch Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2021, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 219
- (B) Name of Payee: Vallencourt Construction Co., Inc.

(C) Amount Payable: \$ 848,810.89

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Seven Pines, Phase 1C - Pay Request No. 4 (October 2023)**

(E) Amount, if any, that is used for a Deferred Cost:

(F) Fund or Account from which disbursement to be made: **Special Assessment Bonds, Series**
The undersigned hereby certifies that:

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

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

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

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

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

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

**BOGGY BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: Kelley White
Responsible Officer

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

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

Scott A. Wild
Consulting Engineer

Date: October 26, 2023

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorizations Nos. 97 – 101

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 97

9/28/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023
1	The Landscape Design Group of North Florida Landscape Maintenance: September 2023	37083	\$ 7,783.67
2	PFM Group Consulting Disclosure Fee S2021: 07/01/22-09/30/23	126942	\$ 1,250.00
TOTAL			\$ 9,033.67

Vivian Carvalho

Kenneth White
Board Member

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

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 98

10/6/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023	General Fund FY 2024
1	Department of Economic Opportunity FY 2024 Special District Fee	89342		\$ 175.00
2	Egis Insurance & Risk Advisors FY 2024 Insurance	19933		\$ 5,786.00
3	JEA (paid online) 5211 Lacebark Pine (various); 08/18/23-09/22/23	Acct: 1832950202	\$ 4,552.83	
4	Kutak Rock District Counsel Through 08/31/23	3283143	\$ 256.00	
5	The Landscape Design Group of North Florida Lake Banks Mowing/Bushhogging	37158	\$ 1,190.00	
Subtotal			\$ 5,998.83	\$ 5,961.00
TOTAL			\$11,959.83	

Venessa Ripoll


Board Member

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

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 99

10/13/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023	General Fund FY 2024
1	England-Thims & Miller Engineering Services Through 09/30/2023	210368	\$ 874.00	
2	Jacksonville Daily Record Legal Advertising on 10/12/23	23-06700D		\$ 83.00
3	VGlobalTech Quarter 2 ADA Audit	5168	\$ 300.00	
	Monthly Website Fee: July 2023	5214	\$ 135.00	
	Monthly Website Fee: August 2023	5332	\$ 135.00	
	Monthly Website Fee: September 2023	5384	\$ 135.00	
Subtotal			\$ 1,579.00	\$ 83.00
TOTAL			\$1,662.00	

Vivian Carvalho

Kenny White

Board Member

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

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 100

10/27/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023	General Fund FY 2024
1	The Lake Doctors Lake Maintenance: October 2023	1826049		\$ 903.00
2	The Landscape Design Group of North Florida Landscape Maintenance: October 2023	37461		\$ 7,783.67
3	PFM Group Consulting District Management Fee: October 2023 Postage: September 2023	DM-10-2023-05 OE-EXP-10-2023-07	\$ 0.63	\$ 2,291.67
4	VGlobalTech Quarter 3 ADA Audit	5429	\$ 300.00	
5	Waste Pro (paid online) Acct: 172471; October 2023 Service	2150705		\$ 3,403.54
Subtotal			\$ 300.63	\$ 14,381.88
TOTAL			\$14,682.51	

Venessa Ripoll

Kenny White
Board Member

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

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 101

11/2/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023	General Fund FY 2024
1	JEA (paid online) 5211 Lacebark Pine (various); 09/20/23-10/23/23	Acct: 1832950202		\$ 8,651.23
2	VGlobalTech Monthly Website Fee: October 2023	5498		\$ 135.00
	Monthly Website Fee: November 2023	5610		\$ 135.00
Subtotal			\$ -	\$ 8,921.23
TOTAL				\$8,921.23

Vivian Carvalho

Kelly White

Board Member

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

**BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT**

District Financial Statements

Boggy Branch CDD
Statement of Financial Position
As of 10/31/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$125,402.53				\$125,402.53
Assessments Receivable	559,252.00				559,252.00
Assessments Receivable		\$825,488.00			825,488.00
Debt Service Reserve 2021 Bond		828,600.00			828,600.00
Revenue 2021 Bond		258,465.24			258,465.24
Acquisition/Construction 2021 Bond			\$40,054.56		40,054.56
Total Current Assets	<u>\$684,654.53</u>	<u>\$1,912,553.24</u>	<u>\$40,054.56</u>	<u>\$0.00</u>	<u>\$2,637,262.33</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,087,065.24	\$1,087,065.24
Amount To Be Provided				13,172,934.76	13,172,934.76
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$14,260,000.00</u>	<u>\$14,260,000.00</u>
Total Assets	<u>\$684,654.53</u>	<u>\$1,912,553.24</u>	<u>\$40,054.56</u>	<u>\$14,260,000.00</u>	<u>\$16,897,262.33</u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$7,814.80				\$7,814.80
Due to Developer	12,000.00				12,000.00
Deferred Revenue	559,252.00				559,252.00
Deferred Revenue		\$825,488.00			825,488.00
Accounts Payable			\$2,460,926.27		2,460,926.27
Retainage Payable			1,013,946.73		1,013,946.73
Total Current Liabilities	<u>\$579,066.80</u>	<u>\$825,488.00</u>	<u>\$3,474,873.00</u>	<u>\$0.00</u>	<u>\$4,879,427.80</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$14,260,000.00	\$14,260,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$14,260,000.00</u>	<u>\$14,260,000.00</u>
Total Liabilities	<u>\$579,066.80</u>	<u>\$825,488.00</u>	<u>\$3,474,873.00</u>	<u>\$14,260,000.00</u>	<u>\$19,139,427.80</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$1,797.00)				(\$1,797.00)
Net Assets - General Government	137,808.72				137,808.72
Current Year Net Assets - General	(30,423.99)				(30,423.99)
Net Assets, Unrestricted		\$1,090,330.80			1,090,330.80
Current Year Net Assets, Unrestricted		(3,265.56)			(3,265.56)
Net Assets, Unrestricted			(\$3,438,084.00)		(3,438,084.00)
Current Year Net Assets, Unrestricted			3,265.56		3,265.56
Total Net Assets	<u>\$105,587.73</u>	<u>\$1,087,065.24</u>	<u>(\$3,434,818.44)</u>	<u>\$0.00</u>	<u>(\$2,242,165.47)</u>
Total Liabilities and Net Assets	<u>\$684,654.53</u>	<u>\$1,912,553.24</u>	<u>\$40,054.56</u>	<u>\$14,260,000.00</u>	<u>\$16,897,262.33</u>

Boggy Branch CDD
Statement of Activities (YTD)
As of 10/31/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Revenues					
Inter-Fund Group Transfers In		(\$3,265.56)			(\$3,265.56)
Inter-Fund Transfers In			\$3,265.56		3,265.56
Total Revenues	\$0.00	(\$3,265.56)	\$3,265.56	\$0.00	\$0.00
Expenses					
Public Officials Insurance	\$2,604.00				\$2,604.00
Trustee Services	1,346.88				1,346.88
Management	2,291.67				2,291.67
Legal Advertising	83.00				83.00
Dues, Licenses, and Fees	175.00				175.00
Water	8,651.23				8,651.23
Dumpster	3,403.54				3,403.54
General Liability Insurance	3,182.00				3,182.00
Lake Maintenance	903.00				903.00
Landscaping Maintenance & Material	7,783.67				7,783.67
Total Expenses	\$30,423.99	\$0.00	\$0.00	\$0.00	\$30,423.99
Other Revenues (Expenses) & Gains (Losses)					
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Change In Net Assets	(\$30,423.99)	(\$3,265.56)	\$3,265.56	\$0.00	(\$30,423.99)
Net Assets At Beginning Of Year	\$136,011.72	\$1,090,330.80	(\$3,438,084.00)	\$0.00	(\$2,211,741.48)
Net Assets At End Of Year	\$105,587.73	\$1,087,065.24	(\$3,434,818.44)	\$0.00	(\$2,242,165.47)

Boggy Branch Community Development District
 Budget to Actual
 For the Month Ending 10/31/23

	Actual	Year To Date Budget	Variance	FY 2024 Adopted Budget
<u>Revenues</u>				
Assessments	\$ -	\$ 46,604.33	\$ (46,604.33)	\$ 559,252.00
Net Revenues	\$ -	\$ 46,604.33	\$ (46,604.33)	\$ 559,252.00
<u>Expenditures</u>				
Public Officials Insurance	\$ 2,604.00	\$ 229.50	\$ 2,374.50	\$ 2,754.00
Trustee Fees	1,346.88	375.00	971.88	4,500.00
District Management	2,291.67	2,291.67	0.00	27,500.00
Engineering Fees	0.00	833.33	(833.33)	10,000.00
Disclosure Agent	0.00	416.67	(416.67)	5,000.00
District Counsel	0.00	2,083.33	(2,083.33)	25,000.00
Ryals Creek Interlocal Agreement	0.00	3,750.00	(3,750.00)	45,000.00
Legal Advertising	83.00	125.00	(42.00)	1,500.00
Postage	0.00	0.00	0.00	0.00
Arbitrage Rebate Calculation	0.00	62.50	(62.50)	750.00
Audit	0.00	297.92	(297.92)	3,575.00
Insurance - General Liability	3,182.00	280.42	2,901.58	3,365.00
Miscellaneous - bank charges	0.00	225.25	(225.25)	2,703.00
Website	0.00	210.00	(210.00)	2,520.00
Dues, Licenses & Fees	175.00	14.58	160.42	175.00
Office miscellaneous	0.00	62.50	(62.50)	750.00
Contingency	0.00	833.33	(833.33)	10,000.00
Field Management	0.00	300.00	(300.00)	3,600.00
Lake Maintenance	903.00	200.00	703.00	2,400.00
Landscape Maintenance	7,783.67	11,666.67	(3,883.00)	140,000.00
Landscape Improvements	0.00	416.67	(416.67)	5,000.00
Irrigation Repairs	0.00	416.67	(416.67)	5,000.00
Utilities	8,651.23	13,500.00	(4,848.77)	162,000.00
Fountains	0.00	81.67	(81.67)	980.00
General Maintenance	0.00	416.67	(416.67)	5,000.00
Security	0.00	1,000.00	(1,000.00)	12,000.00
Bridge	0.00	416.67	(416.67)	5,000.00
Master Expenditures	\$ 27,020.45	\$ 40,506.00	\$ (13,485.55)	\$ 486,072.00

Boggy Branch Community Development District
 Budget to Actual
 For the Month Ending 10/31/23

	Actual	Year To Date Budget	Variance	FY 2024 Adopted Budget
Field Management	\$ -	\$ 300.00	\$ (300.00)	\$ 3,600.00
Lake Maintenance	0.00	400.00	(400.00)	4,800.00
Landscape Maintenance	0.00	1,250.00	(1,250.00)	15,000.00
Landscape Improvements	0.00	166.67	(166.67)	2,000.00
Irrigation Repairs	0.00	166.67	(166.67)	2,000.00
Utilities	0.00	1,500.00	(1,500.00)	18,000.00
Fountains	0.00	81.67	(81.67)	980.00
General Maintenance	0.00	166.67	(166.67)	2,000.00
Mowing Pond Banks	0.00	400.00	(400.00)	4,800.00
Phase 1A	\$ -	\$ 4,431.67	\$ (4,431.67)	\$ 53,180.00
Alley Lot Trash	\$ 3,403.54	\$ 1,666.67	\$ 1,736.87	\$ 20,000.00
Alley Lot total	\$ 3,403.54	\$ 1,666.67	\$ 1,736.87	\$ 20,000.00
Total Expenses	\$ 30,423.99	\$ 46,604.33	\$ (16,180.34)	\$ 559,252.00
Income (Loss) from Operations	\$ (30,423.99)	\$ -	\$ (30,423.99)	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ -	\$ -	-	\$ -
Total Other Income (Expense)	\$ -	\$ -	\$ -	\$ -
Net Income (Loss)	\$ (30,423.99)	\$ -	\$ (30,423.99)	\$ -