

Memorandum



Date: (Public Hearing: 7-7-22)
May 17, 2022

Agenda Item No. 5(J)

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Ordinance Creating the Sebastian Isles Community Development District

Executive Summary

The purpose of this item is to gain authorization by the Board of County Commissioners (Board) to create a Community Development District (CDD) in the City of Florida City. CDDs are a local unit of special purpose government created according to Chapter 190 of the Florida Statutes.

Recommendation

It is recommended that the Board adopts the attached Ordinance creating the Sebastian Isles CDD in the City of Florida City in Miami-Dade County (County), Florida, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to the acceptance of the Declaration of Restrictive Covenants running with the lands within the jurisdiction of the CDD.

Scope

This CDD is located within Commission District 9, which is represented by County Commissioner Kionne L. McGhee, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

The creation of the Sebastian Isles CDD will have no fiscal impact to the County. CDD funding is derived from assessments levied against the properties within the CDD, which are secured by a lien against the properties and collected directly by the CDD or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with the County.

Social Equity Statement

The proposed Ordinance grants a petition for the creation of the Sebastian Isles CDD, pursuant to the procedures and factors set forth in section 190.005, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the CDD will have the power to levy taxes and special assessments and charge, collect, and enforce fees and other user charges affecting property owners within the proposed CDD, regardless of their demographics. The CDD is a timely, efficient, effective, responsive, and economic way to deliver and finance basic community development services.

Track Record/Monitor

This development has both public and private roads that are to be maintained by a Homeowners' Association (HOA) or the Sebastian Isles CDD. A Special Taxing District will be created to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. This Special Taxing District

will remain dormant until such time as the County determines to implement the Special Taxing District.

Delegation of Authority

This Ordinance does not delegate any authority to the County Mayor or designee.

Background

D.R. Horton, Inc., (“Petitioner”), one of the owners of the Sebastian Isles Development, has filed an application to create the Sebastian Isles CDD in connection with said development. The Sebastian Isles Development is a proposed 27.86-acre residential development lying wholly within the City of Florida City, in an area bounded by SW 170 Avenue on the east, SW 344 Street (East Palm Drive) on the south, Factory Shops Boulevard on the west, and SW 340 Street on the north. The Sebastian Isles CDD is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the Sebastian Isles Development. The development plan for the lands within the proposed Sebastian Isles CDD includes the construction of 116 residential townhomes and 135 single family units with associated roadway improvements, stormwater management system, wastewater collection system, and water distribution system, which are estimated to cost approximately \$7.447 million. This development has private roads that are to be maintained by an HOA or the Sebastian Isles CDD. A detailed summary of CDD elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application submitted by the Petitioner. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of \$15,000.00 and an additional \$15,000.00 for advertising costs to the County.

A declaration of restrictive covenants has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, which was adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at the time of closing. The Declaration of Restrictive Covenants provides for: (1) notice in the public records of the projected taxes and assessments to be levied by the Sebastian Isles CDD; (2) individual prior notice to the initial purchaser of a residential lot or unit within the development; and (3) provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

This Board is authorized by the Florida Constitution and the County Home Rule Charter to establish governmental units, such as this CDD, within the County and to prescribe such government’s jurisdiction and powers.



Jimmy Morales
Chief Operations Officer




MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(J)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☒ 6 weeks required between first reading and public hearing
- ☒ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(J)
7-7-22

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF D.R. HORTON, INC., FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT GENERALLY BOUNDED ON THE NORTH BY SW 340 STREET, ON THE EAST BY SW 170 AVENUE, ON THE SOUTH BY SW 344 STREET, AND ON THE WEST BY FACTORY SHOPS BOULEVARD; CREATING AND ESTABLISHING THE SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

WHEREAS, Article VIII, section 6(e) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, D.R. Horton, Inc., a Delaware Company (“Petitioner”) has petitioned for the establishment of the Sebastian Isles Community Development District (“District”); and

WHEREAS, a public hearing has been conducted by the Board of County Commissioners in accordance with the requirements and procedures of section 190.005(2)(b), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the proposed services and facilities to be provided by the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the owner of the properties that are to be developed and served by the community development services and facilities to be provided by the District has submitted an executed Declaration of Restrictive Covenants pledging among other things to provide initial purchasers of individual residential lots or units with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

WHEREAS, having made the foregoing findings, after a public hearing, the Board of County Commissioners wishes to exercise the powers bestowed upon it by section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes; and

WHEREAS, the Board of County Commissioners finds that the District shall have those general and special powers authorized by sections 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of Miami-Dade County that the District have such powers,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The petition to establish the District over the real property described in the Petition attached hereto, which was filed by the Petitioner on March 24, 2022, and which petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the petition is attached and incorporated herein as Exhibit A.

Section 3. The external boundaries of the District shall be as depicted in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit B to the Ordinance. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated as Exhibit C.

Section 4. The initial members of the Board of Supervisors shall be as follows:

K. Karl Albertson, Jr.

Jordan C. Bayne

Rebecca Z. Cortes

David A. Tello

Javier Tavel

Section 5. The name of the District shall be the “Sebastian Isles Community Development District.”

Section 6. The District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 7. Pursuant to section 190.005(2)(d), Florida Statutes, the charter for the Sebastian Isles Community Development District shall be sections 190.006 through 190.041, Florida Statutes.

Section 8. The Board of County Commissioners hereby grants to the District all general powers authorized pursuant to section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such general powers.

Section 9. The Board of County Commissioners hereby grants to the District the special powers authorized pursuant to section 190.012(1), Florida Statutes and sections

190.012(2)(a)(d) and (f), (except for powers regarding waste disposal), Florida Statutes and section 190.012(3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under section 190.012(1)(b) Florida Statutes, pertaining to water, waste water and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the petition.

Section 10. All bonds issued by the District pursuant to the powers granted by this Ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Board of County Commissioners.

Section 12. Notwithstanding any power granted to the District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the District shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 13. Notwithstanding any power granted to the District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners.

Section 14. This Board hereby accepts the Declaration of Restrictive Covenants proffered by the owner of the lands within the jurisdiction of the District, in connection with the petition submitted by the Petitioner and approved herein.

Section 15. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 16. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

Section 17. This Ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Michael J. Mastrucci

GBK
MSM

"EXHIBIT A to the Ordinance"

PETITION TO CREATE SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT

Dated: March 24, 2022

Date: March 24, 2022

To: Basia Pruna, Deputy Clerk
Office of the Clerk of the Board
Attn: Shania Momplaisir

From: *LRL signed for*
Lorena Guerra-Macias, Chief
Special Assessment Districts Division
Parks, Recreation and Open Spaces Department

Subject: Sebastian Isle Community Development District –
Creation

The attached petition was submitted by Sebastian Isles Community Development District and has been finalized, reviewed, and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Chapter 190, Florida State Statutes, and Miami-Dade County Policy.

The filing date of record is March 24, 2022.

Attachment

c: Jimmy Morales
Chief Operations Officer

**PETITION TO ESTABLISH
SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT**

January, 2022

**PETITION TO ESTABLISH SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, D. R. HORTON, INC., a Delaware corporation ("Petitioner"), petitions Miami-Dade County, Florida ("County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes and the Miami-Dade Home Rule Charter, to adopt an ordinance to establish a Community Development District (the "District") and to designate the land area for which the District would manage and finance basic services delivery and states as follows:

1. **Petitioner and Authorized Agent:** Petitioner is a Delaware corporation, registered to do business in the State of Florida, which has principal offices at 1341 Horton Circle, Arlington, Texas 76011. Copies of all correspondence and official notices should also be sent to the authorized agent for Petitioner:

Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Sixth Floor
Fort Lauderdale, Florida 33301
Phone: 954-764-7150 / Fax: 954-764-7279
Email: dlyles@bclmr.com

2. **District Location and Description:** The land area to be included in the District comprises approximately 27.86+/- gross acres. A map showing the location of the land area to be included in the District is attached hereto as **Exhibit 1**. All of the land within the proposed District is located in City of Florida City, Miami-Dade County, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as **Exhibit 2**.

3. **District Impact:** All property within the external boundaries of the District will be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not

detrimentally affecting anyone outside the District. In addition, any potential establishment costs to Miami-Dade County, the establishing entity, will be nominal.

4. **Property Owners Consent:** Attached hereto as **Exhibit 3** is documentation constituting written consent to the establishment of the District by the owners of the real property to be included in and serviced by the District.

5. **Initial Governing Board:** The five (5) persons designated to serve as the initial members of the board of supervisors of the District, who shall serve in that office until replaced by elected members, as provided in Section 190.006, Florida Statutes, are named in **Exhibit 4** attached hereto.

6. **District Name:** The proposed name of the District is Sebastian Isles Community Development District.

7. **Water and Sewer Lines:** The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on **Exhibit 5** attached hereto.

8. **Timetables and Construction Costs:** The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached hereto as **Exhibits 6 and 7**, respectively.

Petitioner intends that the District will finance (i) roadway improvements, (ii) stormwater management system, (iii) water distribution system, and (iv) wastewater collection system. The stormwater management system and roadways will be owned and maintained by the District. The water distribution and the wastewater collection systems will be owned and maintained by Miami-Dade County.

9. **Future Land Use:** The land within the District is currently zoned RD-1 and RD-2. The future land use plan map is attached hereto as **Exhibit 8**. The proposed residential land uses for the District are consistent with the state comprehensive plan and Miami-Dade County Comprehensive Plan.

10. **Statement of Estimated Regulatory Costs:** The statement of estimated regulatory costs of the granting of this Petition and the establishment of the District pursuant thereto is attached hereto as **Exhibit 9**.

11. **Rights to be Granted the District:** Petitioner hereby requests that the District be granted the right to exercise all powers provided for in Sections 190.012(1) and (2)(a) and (d), Florida Statutes.

12. **Declaration of Restrictive Covenants:** Attached hereto as **Exhibit 10** is a copy of Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the owners of real property.

13. **Resolution of Support from City:** Attached hereto as **Exhibit 11** is a copy of the City of Florida City, Florida Resolution in support of the District.

14. **Disclosure Requirements:** Petitioner undertakes on behalf of the District that Petitioner and the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009, Florida Statutes, as amended and as required as a condition of the creation of the District by the Board of County Commissioners of Miami-Dade County.

15. **Responsibility for Landscape Maintenance in the Public-Rights-of-Way:** The maintenance of improved swales and medians in the public rights-of-way excluding swale maintenance by owners of property as defined by Chapter 19 of the Code of Miami-Dade County shall be provided by District, including but not limited to, irrigation, landscape lighting, payment of related utility bills, turf, trees, shrubs and any other landscaping improvements provided or caused by this development, covenants associated with landscaping permitting in the public rights-of-way notwithstanding. In the event the District is dissolved or becomes defunct and fails to provide maintenance services within the public rights-of-way as specified herein, the required

dormant multipurpose maintenance special taxing district shall be activated to provide any such maintenance services.

16. **Reasons for the Establishment of the District:** The property within the District is amenable to operating as an independent special district for the following reasons:

a) Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Master Plan.

b) The area of land within the District is part of a unified plan of development. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

c) The community development services of the District will be compatible with the capacity and use of the existing local and regional community development services and facilities.

d) The District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside of the District.

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Sections 190.005(2)(b) and (1)(d), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Section 190.005(2), Florida Statutes.

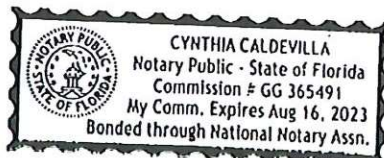
Respectfully submitted this 6th day of January, 2022.

D. R. Horton, a Delaware corporation

By: [Signature]
Name: Rafael J. Roca
Title: Vice President

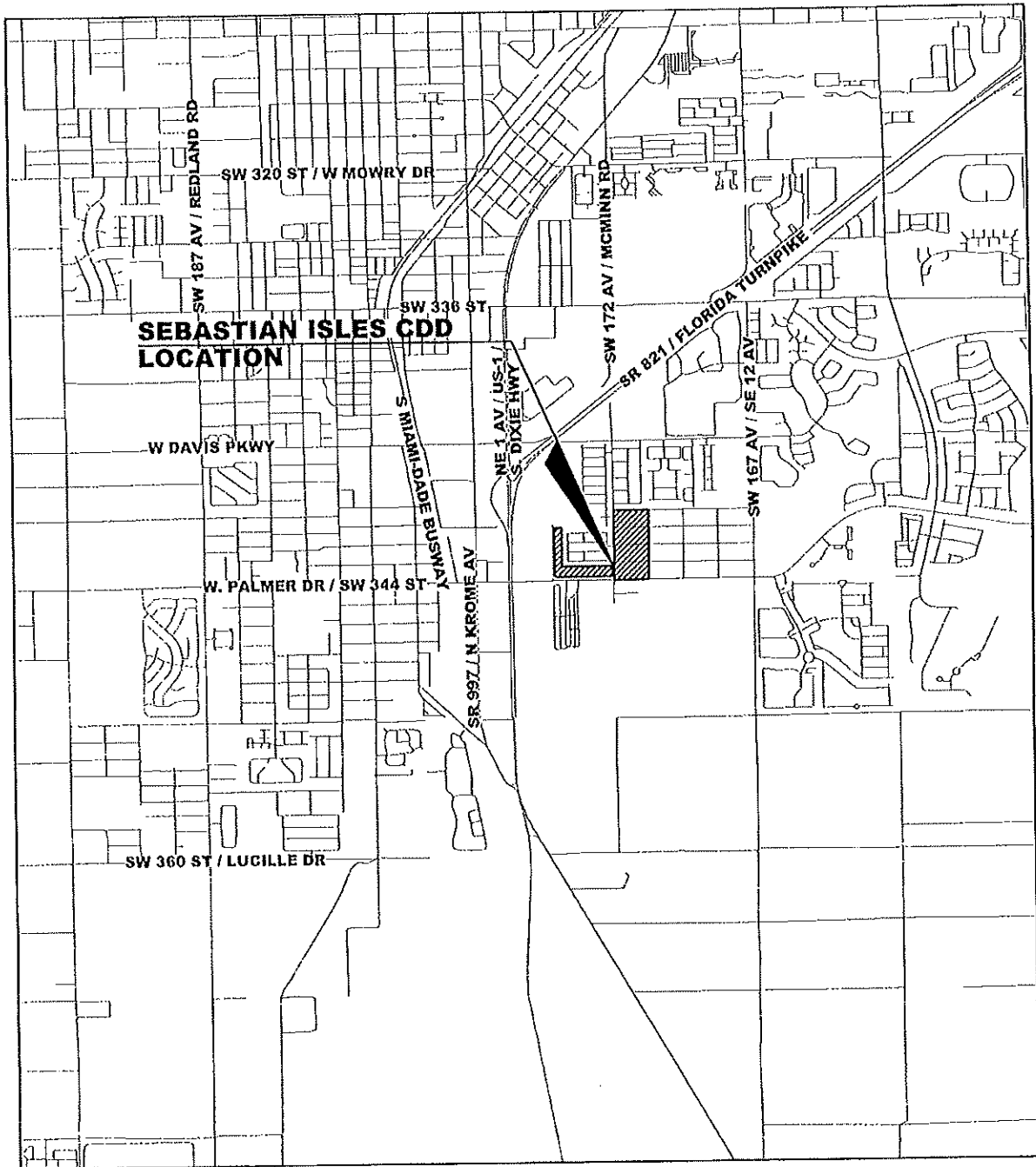
STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of January, 2022, by Rafael J. Roca, the Vice President, of D. R. Horton, Inc., a Delaware corporation, who is personally known to me ☒ or produced N/A as identification.



[Signature]
Notary Public Cynthia Caldevilla
Typed, printed or stamped name of Notary Public

EXHIBIT 1
LOCATION



ALVAREZ ENGINEERS, INC.

**SEBASTIAN ISLES CDD
LOCATION MAP**

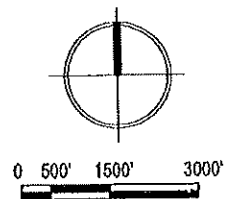


EXHIBIT 1

EXHIBIT 2
METES AND BOUNDS DESCRIPTION

SKETCH AND LEGAL DESCRIPTION SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

SW 336th ST. (ARTHUR VINING DAVIS PKWY) (NE 7th ST.)

HOMESTEAD
EXTENSION OF
FLORIDA'S TURNPIKE
(S.R. 821)

PLAT OF LANDS BELONGING TO THE MIAMI-LAND-AND-DEVELOPMENT COMPANY
(P.B. 5, PG. 10)
PORTION OF LOT 12, BLOCK 3
FACTORY SHOPS BLVD.
PORTION OF LOT 12, BLOCK 3
(P.B. 5, PG. 10)
SHEET 11
SHEET 10 (P.B. 5, PG. 10)

TRACT "A"
(P.B. 174,
PG. 15)

TRACT "A"
AMBAR KEY
(P.B. 175, PG. 13)

SHEET 9

SHEET 8

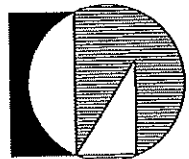
SW 344th ST.

SOUTH 1/4 CORNER
SEC. 19-57-39

(EAST PALM DR.)

LOCATION SKETCH

THE SE 1/4 AND SW 1/4 OF SECTION 19, TOWNSHIP 57
SOUTH, RANGE 39 EAST, CITY OF FLORIDA CITY,
MIAMI-DADE COUNTY, FLORIDA.
(NOT TO SCALE)



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 1012
329 Palermo Avenue, Coral Gables, Florida 33134
Phone: 305-448-1600 | info@ludovici-orange.com

DRAWN: A.J.
CHECKED: A.J.
SCALE: AS NOTED
DATE: 06-29-2021
PROJ. #: 2020 01

SHEET:
1
OF 13 SHEETS

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SKETCH AND LEGAL DESCRIPTION SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

LEGEND:

C Centerline
 S Section Line
 P.O.B. Point of Beginning
 PG. Page
 P.B. Plat Book
 R/W Right-of-Way
 SEC. Section
 SQ. FT. Square Feet

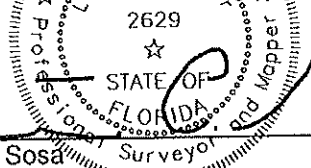
SURVEYOR'S REPORT:

- The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- This sketch does not represent a land survey.
- Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- This document consists of thirteen (13) sheets and each sheet will not be considered full, valid and complete unless attached to the others.
- Bearings shown hereon are based on an assumed value of N00°29'38"W along the East line of the SW ¼ of Section 19, Township 57 South, Range 39 East, City of Florida City, Miami-Dade County, Florida.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the SKETCH AND LEGAL DESCRIPTION of the property described hereon was made under my supervision and that the SKETCH AND LEGAL DESCRIPTION meets the Standard of Practice set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon.

LUDOVICI AND ORANGE CONSULTING ENGINEERS INC. LB1012


 Arturo A. Sosa
 Professional Surveyor and Mapper No. 2629
 State of Florida
 art@ludovici-orange.com

Digitally signed by Arturo A Sosa
 Date: 2021.06.29 22:12:14 -04'00'

 <p> LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. CERTIFICATE OF AUTHORIZATION NO. LB 1012 329 Palermo Avenue, Coral Gables, Florida 33134 Phone: 305-448-1600 info@ludovici-orange.com </p>	DRAWN: A.J.	SHEET: <div style="font-size: 2em; text-align: center;">2</div> OF 13 SHEETS
	CHECKED: A.J.	
	SCALE: N/A	
	DATE: 06-29-2021	
	PROJ. #: 2020 01	

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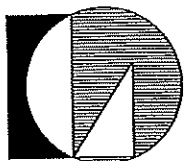
LEGAL DESCRIPTION SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

LEGAL DESCRIPTION:

A portion of Lot 12 of Block 3, of PLAT OF LANDS BELONGING TO THE MIAMI-LAND-AND-DEVELOPMENT COMPANY, according to the Plat thereof, as recorded in Plat Book 5, Page 10, together with Lots 29 and 30 of Block 20, Lots 16 and 17 of Block 24, and Lot 14 of Block 25, of "FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 16, Page 53, and Tracts 17 through 20 and a portion of Tracts 24 and 25, of "REVISED PLAT-FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 33, Page 48, together with that portion of Right-of-Way lying between said Tracts 24 and 25 that was closed and vacated by Resolution No. 95-01, as recorded in Official Records Book 16692, Page 1892 and corrected in Official Records Book 16809, Page 0198, and those portions of Rights-of-Way lying East and between said Tracts 17 through 20 that were closed and vacated by Resolution No. 08-04, as recorded in Official Records Book 26602, Page 0653, and a portion of SW 172nd Avenue (MCMINN RD.) (NE 6th AVE.), all of the Public Records of Miami-Dade County, Florida, lying and being in the SE ¼ and SW ¼ of Section 19, Township 57 South, Range 39 East, City of Florida City, Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 31 of Block 1, of ROYAL HOMES WEST, according to the Plat thereof, as recorded in Plat Book 174, Page 38, of the Public Records of Miami-Dade County, Florida; thence S00°31'33"E along the centerline of SW 170th Avenue (previously known as Connecticut St.), according to said Plat of "REVISED PLAT-FLORIDA CITY PARK", for a distance of 1,277.21 feet to the point of intersection with a line 65.00 feet North of and parallel to the South line of said SE ¼ of Section 19, said line also being the North Right-of-Way line of SW 344th Street (East Palm Dr.) and the South line of said Tract 17; thence S89°30'38"W along said line and along a line 65.00 feet North of and parallel to the South line of said SW ¼ of Section 19, said line also being the South lines of said Lots 16 and 17 of Block 24, Lot 14 of Block 25, and Tracts 24 and 25, for a distance of 1,818.76 feet to the point of intersection with a tangent curve to the right; thence the following two (2) courses along the East boundary of Factory Shops Blvd., described in that Warranty Deed, recorded in Official Records Book 16309, Page 0498, of the Public Records of Miami-Dade County, Florida; thence 39.25 feet along the arc of said curve, having a radius of 25.00 feet and a central angle of 89°56'52" to the point of intersection with a tangent line; thence N00°32'30"W along said line for a distance of 3.02 feet; thence the following three (3) courses along the South, East and North lines of the portion of land described in that Special Warranty Deed, recorded in Official Records Book 16378, Page 2221, of the Public Records of Miami-Dade County, Florida; thence N89°30'38"E for a distance of 32.00 feet; thence N00°32'30"W for a distance of 68.33 feet; thence S89°30'38"W for a distance of 32.00 feet to the point of intersection with the East line of said boundary of Factory Shops Blvd.; thence N00°32'30"W along said line for a distance of 841.64 feet to the point of intersection with the South line of the North ¼ of the South ½ of the SW ¼ of said Section 19; thence N89°23'48"E along said line for a distance of 142.10 feet to the point of intersection with the East line of said Lot 12, Block 3; thence S00°32'30"E along said line and along the West line of Tract "A" of AMBAR KEY, according to the Plat thereof, as recorded in Plat Book 175, Page 13, of the Public Records of Miami-Dade County, Florida, for a distance of 728.25 feet to the Southwest corner of said Tract "A"; thence N89°30'38"E along the South line of said Tract "A" for a distance of 1,021.20 feet to the point of intersection with the East line of the SW ¼ of said Section 19; thence N00°29'38"W as a basis of bearings along said line for a distance of 1,065.37 feet; thence N89°21'21"E along the South line of Lots 31 through 44 of Block 1 of said Plat of ROYAL HOMES WEST, for a distance of 679.91 feet to the POINT OF BEGINNING. Containing 1,213,625 square feet or 27.86 acres, more or less.

This document consists of thirteen (13) sheets and each sheet will not be considered full, valid and complete unless attached to the others.



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CHECKED: A.J.

SCALE: N/A

DATE: 06-29-2021

PROJ. #: 2020 01

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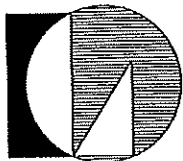
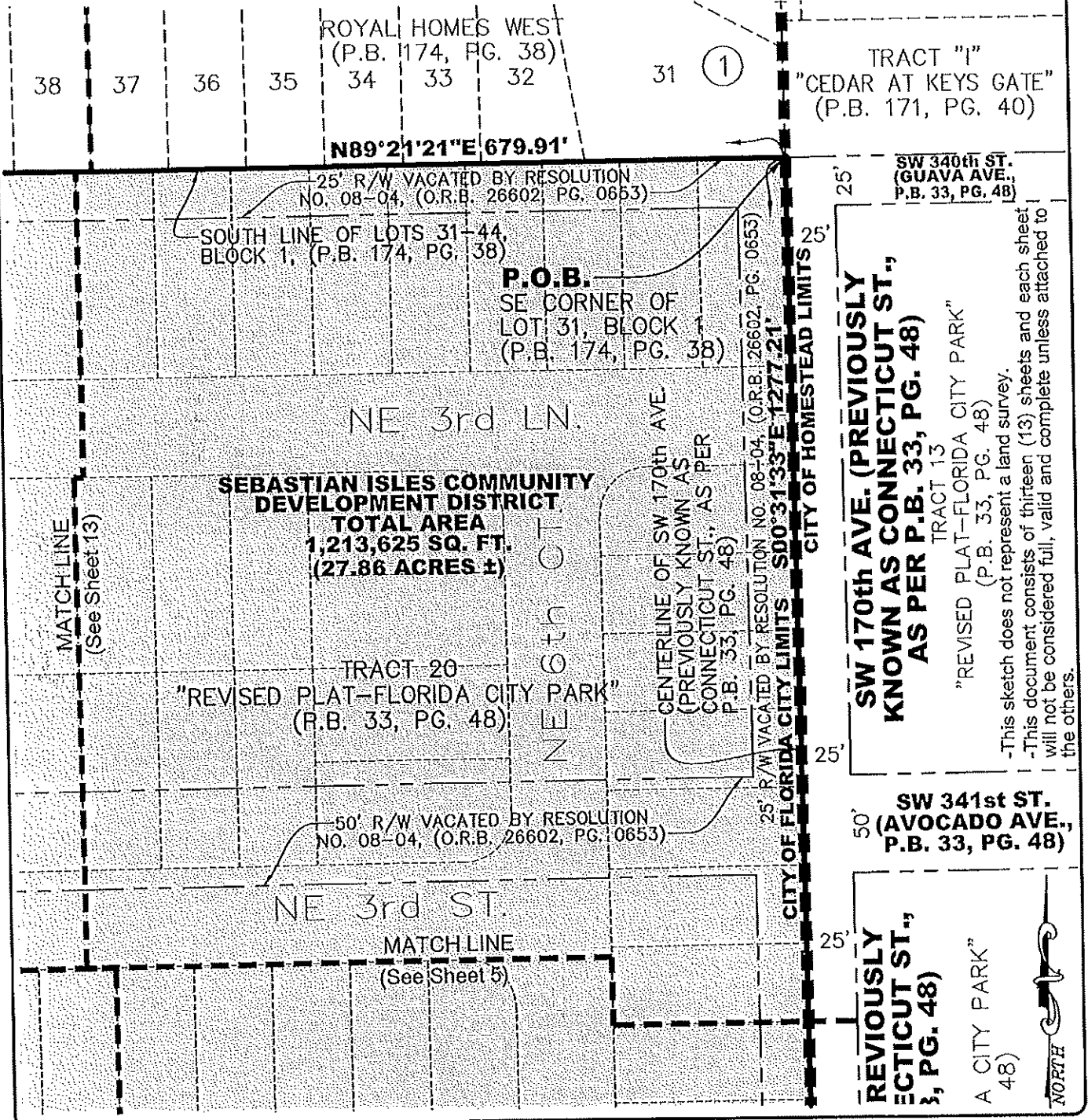
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OF 13 SHEETS

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

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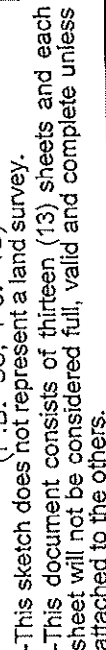
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OF 13 SHEETS

DEVELOPMENT DISTRICT

NE 1st TERR.

MATCH LINE (See Sheet 5)

50' R/W VACATED BY RESOLUTION NO. 08-04, (O.R.B. 26602, PG. 0653)

TRACT 17
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

NE 1st ST.

SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
TOTAL AREA
1,213,625 SQ. FT.
(27.86 ACRES ±)

SOUTH LINE OF TRACT 17,
(P.B. 33, PG. 48)

SW 344th ST. (EAST PALM DR.)
R/W DEED TO MIAMI-DADE COUNTY
(DEED BOOK 1683, PG. 307)

30' CANAL R/W (P.B. 5, PG. 10)

SOUTH LINE OF THE SE ¼ OF SEC. 19-57-39

LINE 65.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SE ¼ AND SW ¼ OF SEC. 19-57-39, NORTH RIGHT-OF-WAY LINE OF SW 344th ST. (EAST PALM DR.), AND SOUTH LINE OF LOTS 16 AND 17, BLOCK 24 AND LOT 14 OF BLOCK 25, (P.B. 16, PG. 53) AND TRACTS, 17, 24 AND 25, (P.B. 33, PG. 48)

CENTERLINE OF SW 170th AVE.
(PREVIOUSLY KNOWN AS CONNECTICUT ST., AS PER P.B. 33, PG. 48)

SW 170th AVE. (PREVIOUSLY KNOWN AS CONNECTICUT ST., AS PER P.B. 33, PG. 48)

TRACT 16
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

SW 343rd ST. (ORANGE AVE., P.B. 33, PG. 48)

SW 170th AVE. (PREVIOUSLY KNOWN AS CONNECTICUT ST., AS PER P.B. 33, PG. 48)

TRACT 18
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

SW 170th AVE. (PREVIOUSLY KNOWN AS CONNECTICUT ST., AS PER P.B. 33, PG. 48)

TRACT 19
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 20
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 21
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 22
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 23
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 24
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 25
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 26
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 27
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 28
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 29
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 30
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 31
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 32
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 33
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 34
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 35
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 36
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 37
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 38
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 39
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 40
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 41
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 42
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 43
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 44
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 45
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 46
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 47
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 48
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 49
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 50
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 51
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 52
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 53
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 54
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 55
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 56
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(P.B. 33, PG. 48)

TRACT 57
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(P.B. 33, PG. 48)

TRACT 58
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TRACT 59
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TRACT 60
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(P.B. 33, PG. 48)

TRACT 61
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TRACT 62
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TRACT 63
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TRACT 64
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TRACT 65
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TRACT 66
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TRACT 67
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TRACT 68
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TRACT 69
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TRACT 70
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TRACT 71
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TRACT 72
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TRACT 73
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TRACT 74
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(P.B. 33, PG. 48)

TRACT 75
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(P.B. 33, PG. 48)

TRACT 76
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(P.B. 33, PG. 48)

TRACT 77
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(P.B. 33, PG. 48)

TRACT 78
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(P.B. 33, PG. 48)

TRACT 79
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(P.B. 33, PG. 48)

TRACT 80
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 81
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 82
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 83
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 84
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 85
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(P.B. 33, PG. 48)

TRACT 86
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TRACT 87
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TRACT 88
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(P.B. 33, PG. 48)

TRACT 89
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(P.B. 33, PG. 48)

TRACT 90
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(P.B. 33, PG. 48)

TRACT 91
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(P.B. 33, PG. 48)

TRACT 92
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(P.B. 33, PG. 48)

TRACT 93
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 94
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

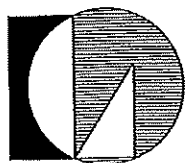
TRACT 95
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(P.B. 33, PG. 48)

TRACT 96
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(P.B. 33, PG. 48)

TRACT 97
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 98
"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

TRACT 99
"REVISED PLAT-FL



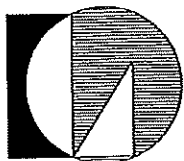
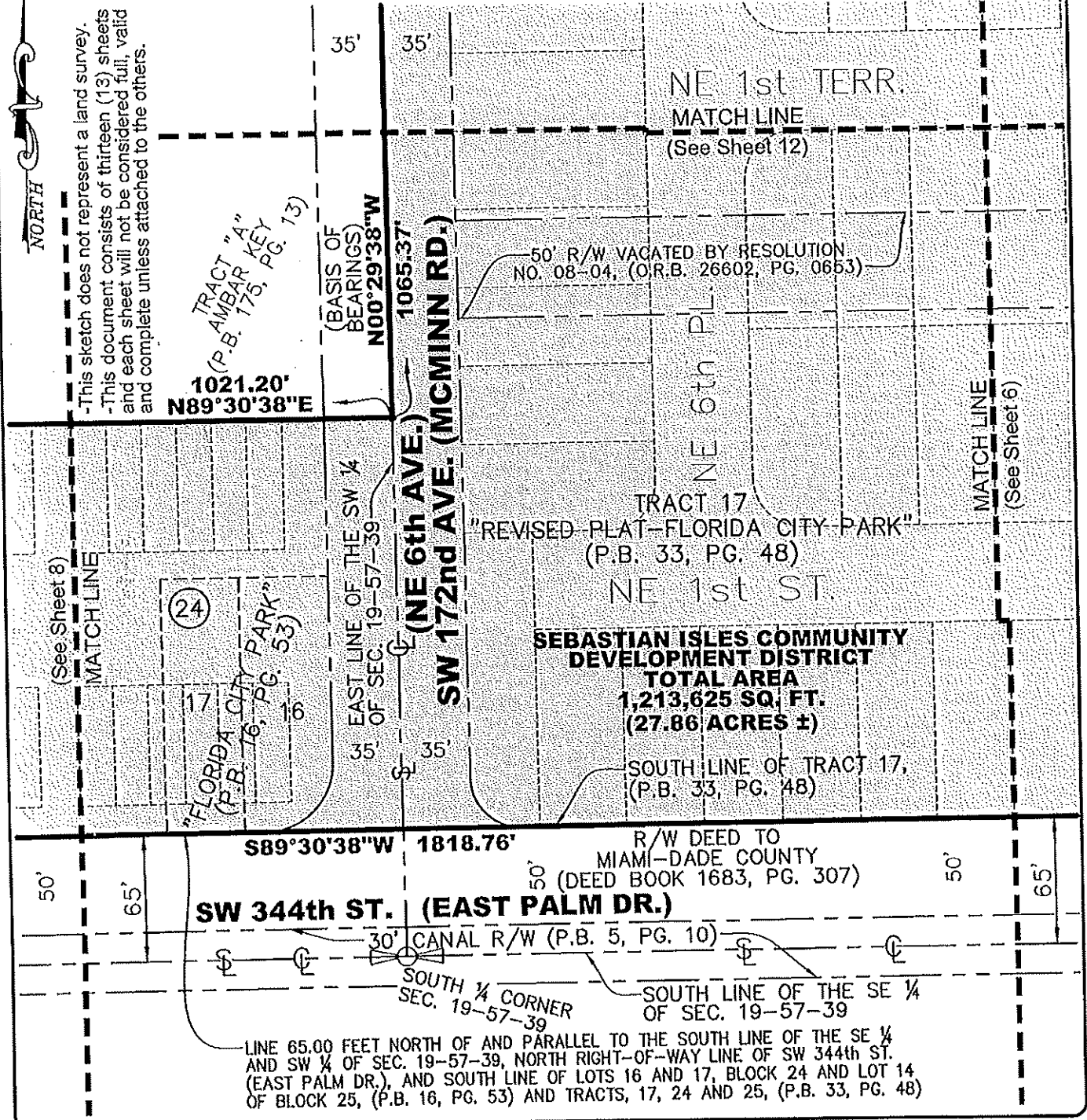
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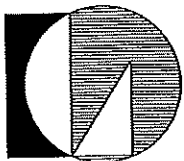
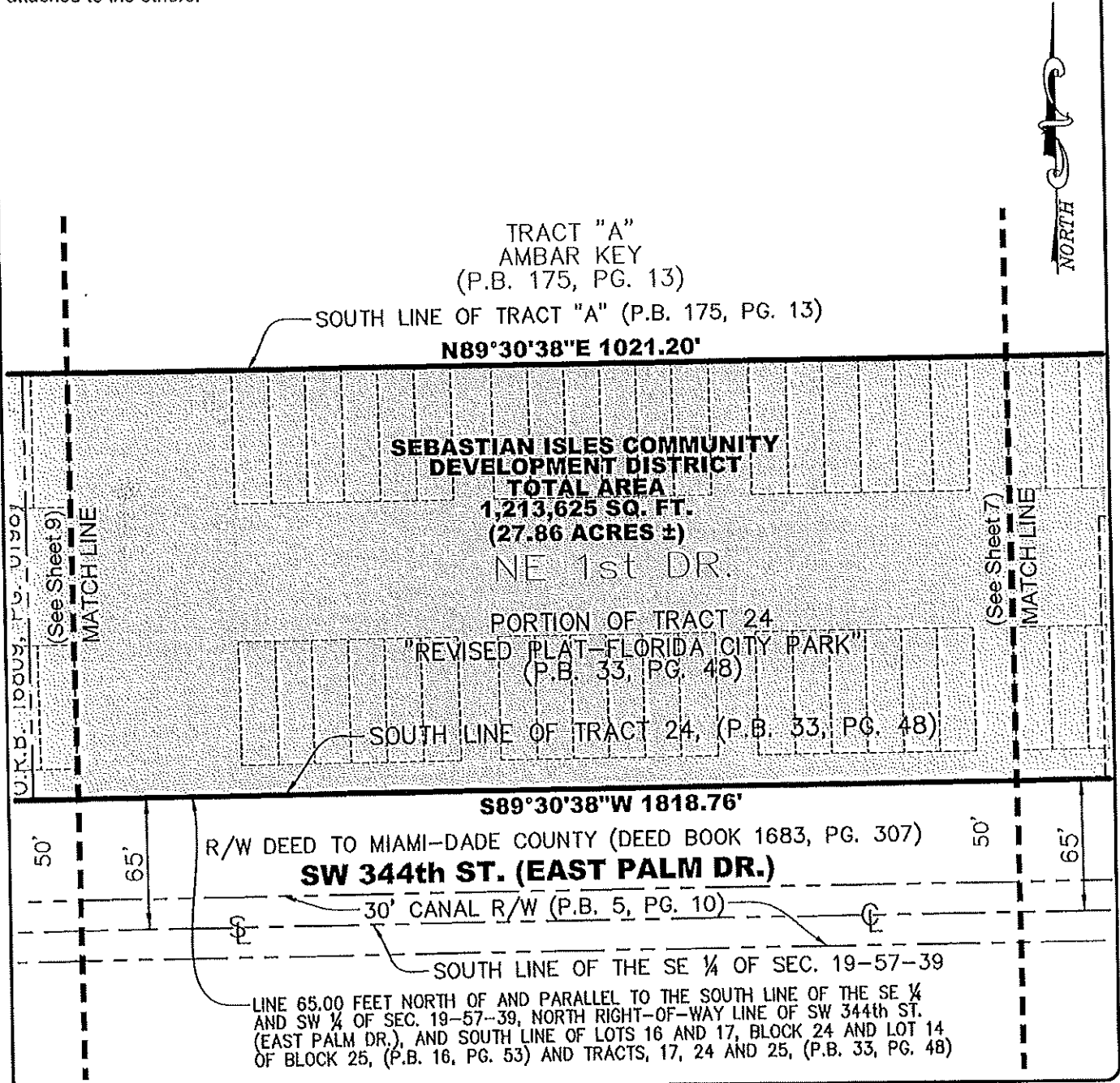
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MATCH LINE
(See Sheet 11)

NE 3rd CT.
SEBASTIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT
TOTAL AREA
1,213,625 SQ. FT.
(27.86 ACRES ±)
PORTION OF LOT 12, BLOCK 3
PLAT OF LANDS BELONGING TO THE MIAMI-DADE AND-DEVELOPMENT COMPANY
(P.B. 5, PG. 10)

S00°32'30"E
728.25'

TRACT "A"
AMBAR KEY
(P.B. 175, PG. 13)

EAST LINE OF LOT 12, BLOCK 3, (P.B. 5, PG. 10)
WEST LINE OF TRACT "A" (P.B. 175, PG. 13)

SW CORNER OF TRACT "A"
(P.B. 175, PG. 13)

SOUTH LINE OF TRACT "A" (P.B. 175, PG. 13)

N89°30'38"E 1021.20'

SEBASTIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT

TOTAL AREA
1,213,625 SQ. FT.
(27.86 ACRES ±)

NE 1st DR.

PORTION OF TRACT 25

"REVISED PLAT-FLORIDA CITY PARK"
(P.B. 33, PG. 48)

SOUTH LINE OF TRACT 25,
(P.B. 33, PG. 48)

50' R/W VACATED BY RESOLUTION
NO. 95-01 (O.R.B. 16692,
PG. 1892) (CORRECTED IN
O.R.B. 16809, PG. 0198)

MATCH LINE
(See Sheet 8)

S89°30'38"W 1818.76'

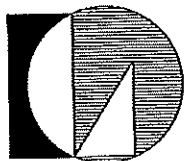
R/W DEED TO MIAMI-DADE COUNTY
(DEED BOOK 1683, PG. 307)

SW 344th ST. (EAST PALM DR.)

30' CANAL R/W (P.B. 5, PG. 10)

SOUTH LINE OF THE SE ¼ OF SEC. 19-57-39

LINE 65.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SE ¼
AND SW ¼ OF SEC. 19-57-39, NORTH RIGHT-OF-WAY LINE OF SW 344th ST.
(EAST PALM DR.), AND SOUTH LINE OF LOTS 16 AND 17, BLOCK 24 AND LOT 14
OF BLOCK 25, (P.B. 16, PG. 53) AND TRACTS, 17, 24 AND 25, (P.B. 33, PG. 48)



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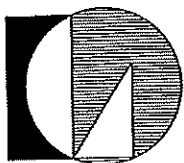
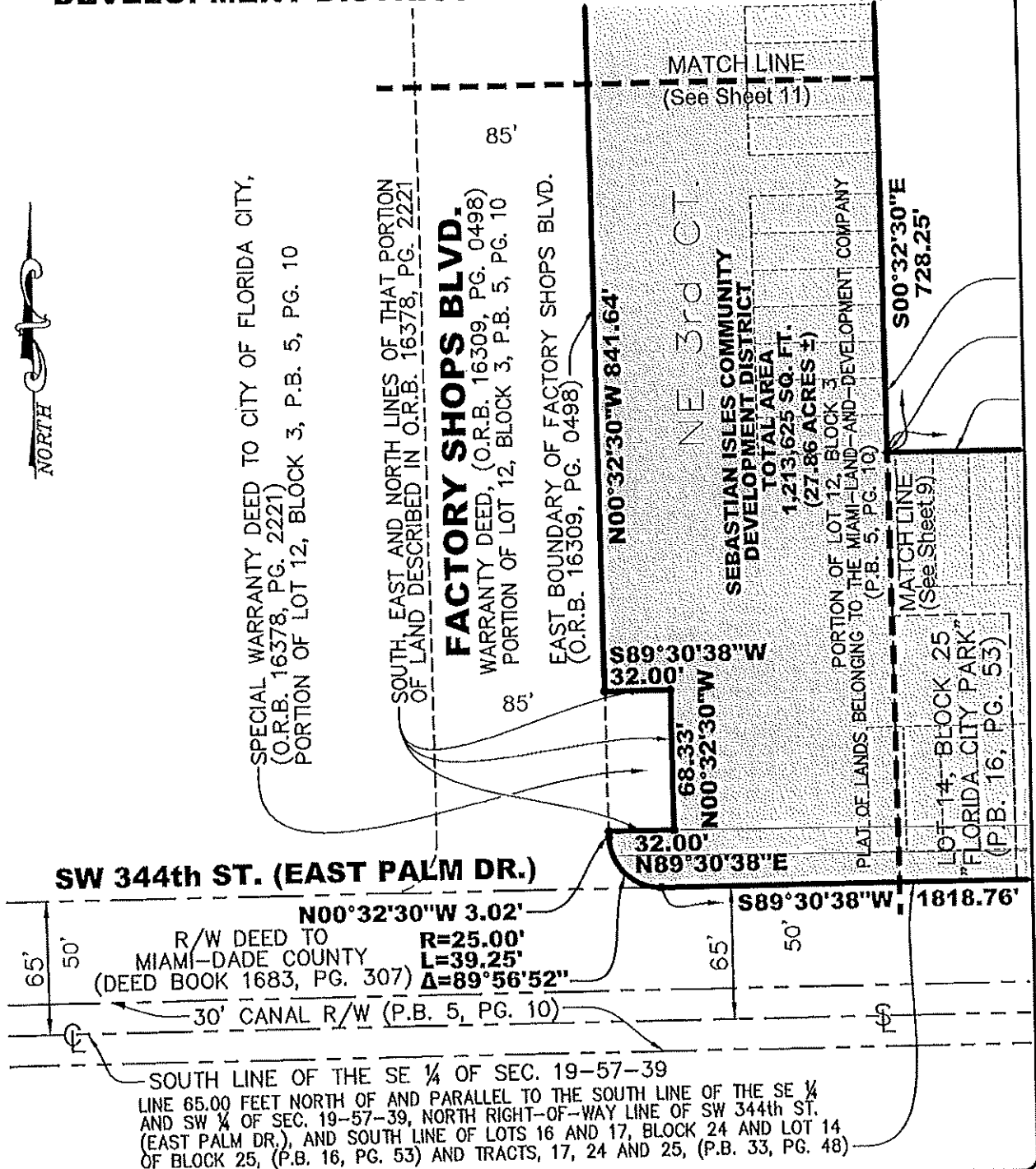
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S
NORTH



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PORTION OF LOT 12, BLOCK 3
PLAT OF LANDS BELONGING TO THE
MIAMI-LAND-AND-DEVELOPMENT COMPANY
(P.B. 5, PG. 10)

SOUTH LINE OF THE NORTH ¼
OF THE SOUTH ½ OF THE
SW ¼ OF SEC. 19-57-39

N89°23'48"E 142.10'

N00°32'30"W
841.64'

MATCH LINE "A"

S00°32'30"E
728.25'

FACTORY SHOPS BLVD.

WARRANTY DEED, (O.R.B. 16309, PG. 0498)

PORTION OF LOT 12, BLOCK 3, P.B. 5, PG. 10

EAST BOUNDARY OF FACTORY SHOPS BLVD. (O.R.B. 16309, PG. 0498)

N00°32'30"W 841.64'

PORTION OF LOT 12, BLOCK 3
PLAT OF LANDS BELONGING TO THE MIAMI-LAND-AND-DEVELOPMENT COMPANY
(P.B. 5, PG. 10)

MATCH LINE "A"

NE 3rd CT.

SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

TOTAL AREA
1,213,625 SQ. FT.
(27.86 ACRES ±)

S00°32'30"E 728.25'

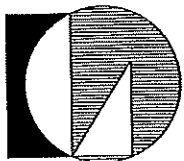
EAST LINE OF LOT 12, BLOCK 3, (P.B. 5, PG. 10)

WEST LINE OF TRACT "A" (P.B. 175, PG. 13)

TRACT "A"

AMBAR KEY (P.B. 175, PG. 13)

MATCH LINE
(See Sheet 10)



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SHEET:

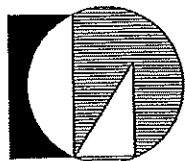
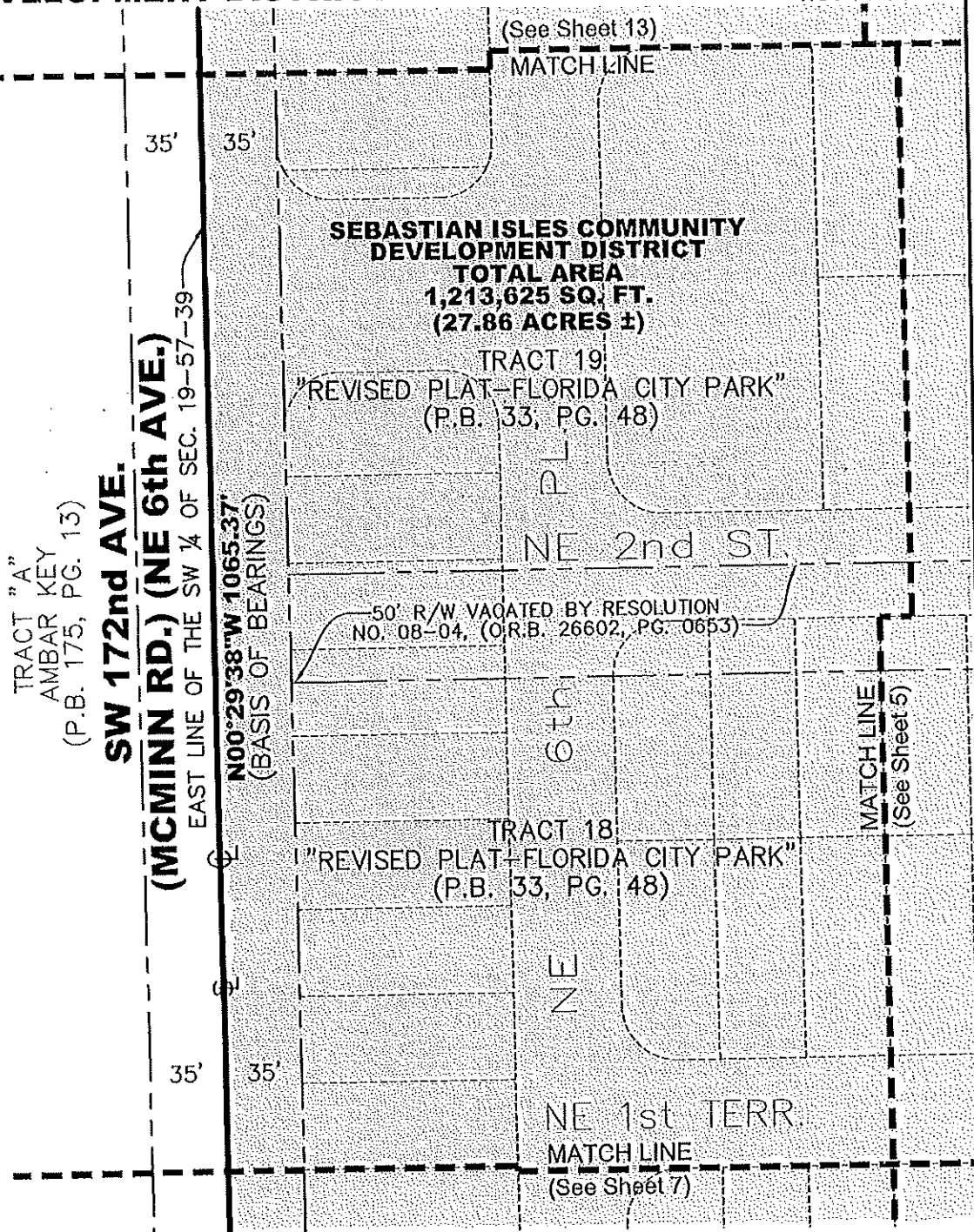
11

OF 13 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

NOT TO SCALE

-This sketch does not represent a land survey.
-This document consists of thirteen (13) sheets and each sheet will not be considered full, valid and complete unless attached to the others.



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 1012
329 Palermo Avenue, Coral Gables, Florida 33134
Phone: 305-448-1600 | info@ludovici-orange.com

DRAWN: A.J.

CHECKED: A.J.

SCALE: AS NOTED

DATE: 06-29-2021

PROJ. #: 2020 01

SHEET:

12

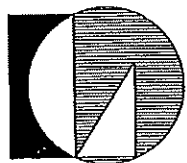
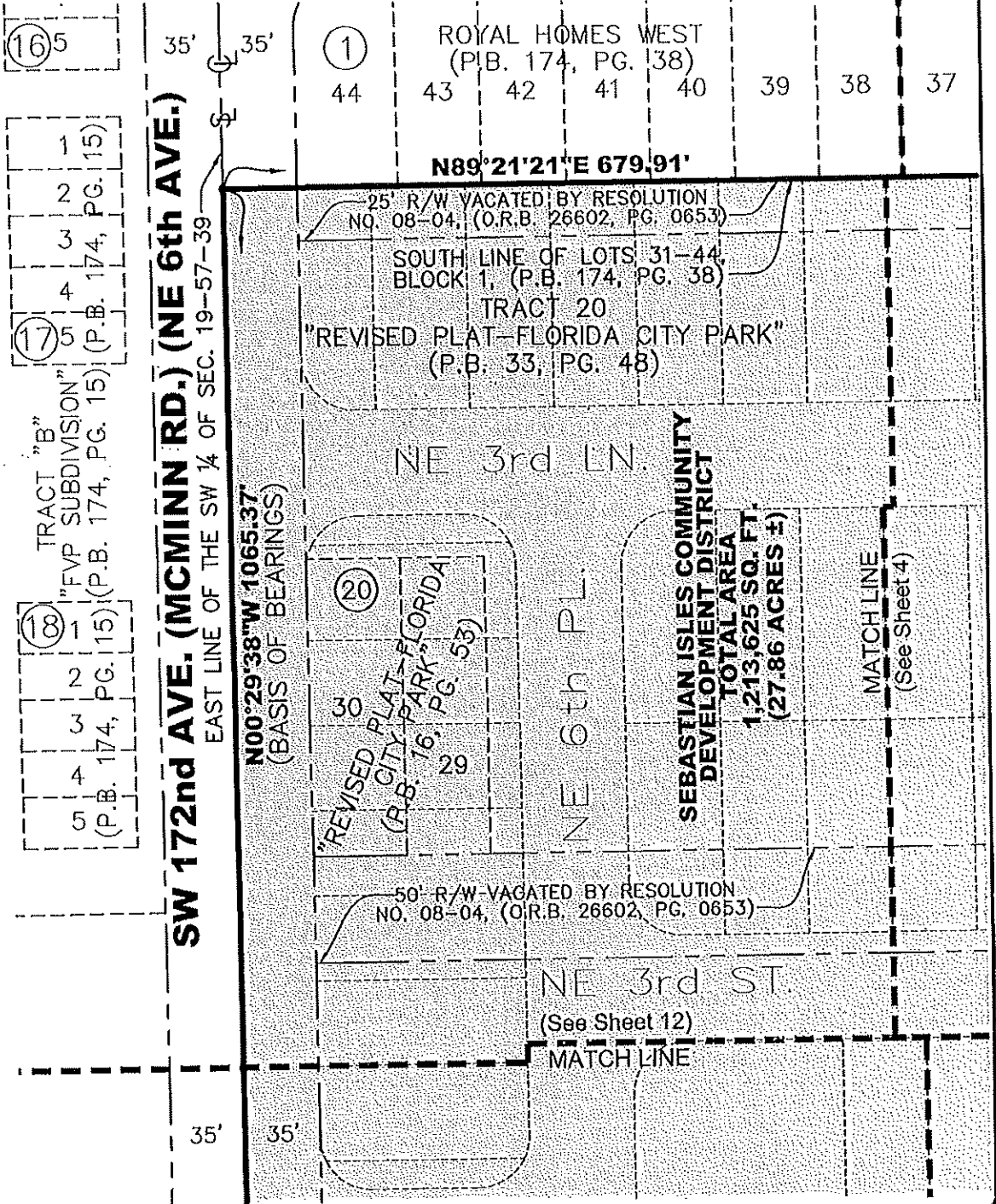
OF 13 SHEETS

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

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DRAWN: A.J.

CHECKED: A.J.

SCALE: AS NOTED

DATE: 06-29-2021

PROJ. #: 2020 01

SHEET:

13

OF 13 SHEETS

EXHIBIT 3

**AFFIDAVIT OF OWNERSHIP AND CONSENT OF
SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT**

On this 18th day of January, 2022, personally appeared before me, Moises Gorin, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager of BINA CONSULTING, LLC, a Florida limited liability company, as manager of PALM DRIVE TOWNHOMES LLC, a Florida limited liability company (the "Owner").
2. The Owner is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Owner, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Sebastian Isles Community Development District (the "Proposed CDD").
4. The Property constitutes all of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Owner, hereby consents to the establishment of the Proposed CDD.

PALM DRIVE TOWNHOMES LLC, a Florida limited liability company

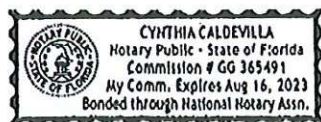
By: BINA CONSULTING, LLC, a Florida limited liability company, its Manager

By: _____

Moises Gorin
Manager

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 18th day of January, 2022, by Moises Gorin, as Manager of BINA CONSULTING, LLC, a Florida limited liability company, as Manager of PALM DRIVE TOWNHOMES LLC, Florida limited liability company. He is personally known to me [☐] or produced Florida D.L. as identification.



Notary Public

Cynthia Caldevilla
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

Exhibit A
Legal Description of Palm Drive Property

The portion of Tract 12, Block 3, in Section 19, Township 57 South, Range 39 East, "MIAMI LAND AND DEVELOPMENT COMPANY PLAT", according to the Plat thereof, as recorded in Plat Book 5, at Page 10, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commencing at the Southeast corner of the Southwest $\frac{1}{4}$ of Section 19, Township 57 South, Range 39 East; thence S89°30'38"W along the South line of the Southwest $\frac{1}{4}$ of Section 19, Township 57 South, Range 39 East for 1020.97 feet; thence N00°32'30"W for 696.75 feet to the Point of Beginning, thence S89°23'48"W for 142.11 feet; thence N00°32'30"W for 306.50 feet, thence N89°23'48"E for 142.11 feet; thence S00°38'08"E for 4.42 feet; thence S00°32'30"E for 302.08 feet to the Point of Beginning.

TOGETHER WITH:

LOT 14 IN BLOCK 25, AND LOTS 16 AND 17 IN BLOCK 24 OF "FLORIDA CITY PARK," ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16 AT PAGE 53, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 210 FEET OF TRACTS 24 AND 25 OF "REVISED PLAT FLORIDA CITY PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, AT PAGE 48, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH ALL ROADS LYING ADJACENT TO SAID TRACTS CLOSED BY RESOLUTION 95-01, O.R.B. 16692, PG. 1892, CORRECTED IN O.R.B. 16809, PG. 0198, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND;

THAT PORTION OF TRACT 12, BLOCK 3 IN SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST OF "MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST; THENCE N00°29'38"W ALONG THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST FOR 65.00 FEET; THENCE S89°30'38"W FOR 1021.02 FEET PARALLEL WITH THE SOUTH LINE OF SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST, TO THE POINT OF BEGINNING; THENCE CONTINUE S89°30'38" W FOR 117.14 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 89°56'55" AND TANGENTS WHICH ARE 65.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST AND 198.23 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 57 SOUTH RANGE 39 EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.25 FEET; THENCE N 00°32'30" W FOR 3.02 FEET; THENCE N89°30'38"E FOR 32.00 FEET; THENCE N 00°32'30" W FOR 68.33 FEET; THENCE S89°30'38"W FOR 32.00 FEET; THENCE N00°32'30"W FOR 535.14 FEET; THENCE N89°23'48"E FOR 142.11 FEET; THENCE S00°32'30"E FOR 631.75 FEET TO THE POINT OF BEGINNING.

**AFFIDAVIT OF OWNERSHIP AND CONSENT OF
SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT**

On this 6th day of JANUARY, 2022, personally appeared before me, Rafael J. Poca,
an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn,
deposes and says:

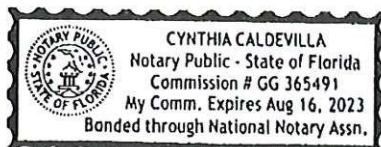
1. Affiant is the Vice President of D.R. Horton, Inc., a Delaware corporation (the
"Owner").
2. The Owner is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that Affiant has full authority to execute all documents and
instruments on behalf of the Owner, including the Petition before the Board of County
Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Sebastian
Isles Community Development District (the "Proposed CDD").
4. The Property constitutes all of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Owner, hereby consents to the establishment of the Proposed
CDD.

D.R. Horton, Inc., a Delaware corporation

By: [Signature]
Name: Rafael J. Poca
Title: Vice President

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or []
online notarization, this 6th day of JANUARY, 2022, by RAFAEL J. POCA as Vice President
of D.R. Horton, Inc., a Delaware corporation. He is personally known to me [☒] or produced
N/A as identification.



[Signature]
Notary Public
Cynthia Caldevilla
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

Legal Description of DR Horton Property

Lot 29, Block 20 of FLORIDA CITY PARK, according to the plat thereof, as recorded in Plat Book 16, Page 53, of the Public Records of Miami-Dade County, Florida.

Lot 30, Block 20 of FLORIDA CITY PARK, according to the plat thereof, as recorded in Plat Book 16, Page 53, of the Public Records of Miami-Dade County, Florida.

Tract 17 less the West 135 feet thereof, and less the East 95.19 feet of the South 130 feet of FLORIDA CITY PARK REVISED, according to the plat thereof, as recorded in Plat Book 33, Page 48, of the Public Records of Miami-Dade County, Florida.

The West 135 feet of Tract 17 of FLORIDA CITY PARK REVISED, according to the plat thereof, as recorded in Plat Book 33, Page 48, of the Public Records of Miami-Dade County, Florida.

The East 95.19 feet of the South 130 feet of Tract 17 of FLORIDA CITY PARK REVISED, according to the plat thereof, as recorded in Plat Book 33, Page 48, of the Public Records of Miami-Dade County, Florida.

Tract 18 of FLORIDA CITY PARK REVISED, according to the plat thereof, as recorded in Plat Book 33, Page 48, of the Public Records of Miami-Dade County, Florida.

Tract 19 of FLORIDA CITY PARK REVISED, according to the plat thereof, as recorded in Plat Book 33, Page 48, of the Public Records of Miami-Dade County, Florida.

Tract 20 of FLORIDA CITY PARK REVISED, according to the plat thereof, as recorded in Plat Book 33, Page 48, of the Public Records of Miami-Dade County, Florida.

Together with

Those portions of rights-of-way lying East and between Tracts 17 through 20 of "REVISED PLAT-FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 33, Page 48 that were closed and vacated by Resolution No. 08-04, as recorded in Official Records Book 26602, Page 0653. And that portion of the West 25 feet and the East 25 feet of SW 172nd Avenue (MCMINN RD.) (NE 6th AVE.) right-of-way, lying contiguous to Tracts 17 through 20 and the portion of Tract 24 of aforementioned plat of "REVISED PLAT-FLORIDA CITY PARK", and Lot 16 of Block 24 of "FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 16, Page 53, all of the Public Records of Miami-Dade County, Florida.

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

K. Karl Albertson, Jr.
Javier Tavel
Rebecca Z. Cortes
David A. Tello
Jordan C. Bayne

All of the initial members of the Board of Supervisors are residents of the State of Florida and citizens of the United States.

K. Karl Albertson, Jr
DVP Land Acquisitions
D.R. Horton, Inc.
6123 Lyons Road, Suite 100
Coconut Creek, FL
Tel: 954-949-3000

Current Employment:

D.R. Horton, Inc DVP Land Acquisitions Residential Real Estate Development	2002 - Present
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Broward County Board of County Commissioners Associate Planner Comprehensive Planning	2000 – 2002
--	-------------

Education:

Florid State University – M.S.P.	1999
Florida State University – M.P.A.	1999
Florida State University – B.S.	1996

Licenses:

Florida Community Association Mangers (CAM) License	Current
Florida Estate Sales Associate License	Current

Javier Tavel
Entitlement Manager
D.R. Horton, Inc.
6123 Lyons Road, Suite 100
Coconut Creek, FL
Tel: 954-949-3000

Current Employment:

D.R. Horton, Inc Entitlement Manager Residential Real Estate Development	2019 - Present
Lennar Homes Entitlement Manager	2016 – 2019
Centennial Homes Project Manager	2014 - 2016
Beanstalk Innovation, LLC Director of Operations	2010 – 2014
BLOK Development Group Director of Land/Partner	2004 – 2010
Standard Pacific Homes Director of Governmental Affairs	1993 – 2004

REBECCA Z. CORTES
1252 NW 171 Terrace Pembroke Pines, FL 33028
Cell: 954-999-2576 E-mail: rebecca.cortes826@gmail.com

SKILLS & ASSETS

- Builds strong long-lasting working relationships with clients and colleagues
- Driven, focused, disciplined; and loyal with a strong sense of integrity and work ethic
- Resourceful and able to manage multiple projects with detail and attention
- Self-sufficient and a team player
- Strong verbal and writing skills
- Highly proficient in all Microsoft Office applications; Adobe & Salesforce; DocuSign; E-Builder; CSS Energov, DTPW and Broward County portals
- Read, write and speak fluent **SPANISH**

CAREER HIGHLIGHTS

LENNAR HOMES – SE FL DIVISION

MIAMI, FL SEPT 2019 – JAN 2022

Land Entitlement Manager

Manage all facets of Entitlement for all developments in Miami-Dade and Broward County once delegated from Land Acquisition. Meet with county officials and staff on a daily basis to obtain updates and approvals. I have developed and nurtured a healthy professional relationship with county staff which has exponentially contributed to the overall success of each project.

Day to day tasks include:

- ❖ Creation of Water and Sewer accounts through E-builder. Responsible in overseeing review process from creation of POC's to concurrent review approval. Assist Engineers of Record in obtaining owner signature on all permit application forms for submittal from initial permits to certifications and conveyance for meter release. Responsible for the transfer of owner assignments when a property is acquired.
- ❖ Creation of the Special Taxing District Petition. Generate all documents for owner signature; assuring the petition gets created and heard at a BCC Hearing.
- ❖ Work in conjunction with the Surveyors to ensure T-Plats are submitted to the Platting department for T-plat approval. Including T-plat extensions and school concurrency renewals.
- ❖ Work in conjunction with the Engineer of Record to submit the Final Plat Mylar's. Coordinate Mylar signatures with owners and CDD's and prepare complete submittal package for Final Plat appointments. Attend all Final Plat Appointments.
- ❖ Responsible for obtaining all approvals on the Final Plat Punchlist Data Sheet for release of Model and Production permits.
- ❖ Responsible for tracking permits for each development utilizing a permit tracker spreadsheet that includes all permits (CAT 99, Demolition, Tree, DTPW, ERP / SFWMGP, CLASS permits, Paving and Drainage (Energov, FPL, DERM Sewer, Water Extension, E-builder, etc.)
- ❖ In Charge of requesting updated Opinion of Titles in all county formats for all county submissions.
- ❖ Responsible for processing all permit fee check requests and Letter of Credits for county submission, utilizing DocuSign. (Trees. Class permits, Bond Subdivision Improvements, etc),
- ❖ Working directly with Land Banks that have acquired properties and coordinating all change of owner processes at the county for each development.
- ❖ Other administrative duties include; paying all permit fees via credit card through county portals; recording NOC's; DRC's and other documents at the County Clerks Recorder Office. Scanning and saving all approval packages. Coordinating signatures for all documents and permit applications.

MILROSE CONSULTANTS – NYC OFFICE NEW YORK, NY NOV 2014 – JULY 2019

Lead Project Manager

As Lead Project Manager; I oversaw a growing portfolio of high-budget and complex developments in the New York City area. Worked closely and directly with various Municipal Agencies, Developers, Property Managers, Owners, General Contractors, Engineers and Architects. I was responsible for navigating through the complex municipality zoning laws, building codes and regulations to obtain the numerous permits required for developments such as approval for New Buildings, Interior Alterations, Places of Assembly and Final Certificate of Occupancy for all construction projects.

My client interactions included several high level clients such as the New York Mets, Citibank, Bank of America and Audi Automotive. Other multi-million dollar developments that are several high-rise mixed-use developments throughout the New York City waterfront area that became high-end neighborhoods. (Hallett's Point, Hudson Yards, and Queens Plaza Park).

Areas of Responsibility as Lead Project Manager:

- ❖ Managed all facets of Project Management Operations of multiple projects; simultaneously from inception to completion; including the estimation and cost of project, construction schedules and start dates, and meeting deadlines as efficiently as possible to help client keep within budget.
- ❖ Coordinated and attended project kick-off calls and meetings between all parties at inception to introduce all internal and external parties involved.
- ❖ Coordinated with our internal Code and Zoning specialists, Architects and Engineers to obtain a complete review of the plans prior to filing with municipalities.
- ❖ Supervised Assistant Project Managers, Coordinators and Field Representatives to oversee that all key tasks of the project were completed in a timely manner.
- ❖ Updated all clients and personnel via weekly scheduled conference calls and updated status reports, with participation of key personnel such as Project Architects, Engineers, General Contractors and Plan Examiners.
- ❖ Sent out Change orders based on construction design changes.
- ❖ Sent Request for Proposals to potential clients for new projects.

MILROSE CONSULTANTS - NEW JERSEY OFFICE JERSEY CITY, NJ FEB 2003 - FEB 2006

Facilities Manager / Project Manager

Responsible for assisting in the launch of the New Jersey office which was the firms first regional office outside of NYC.

Duties included:

- ❖ Initial assembly of the office set-up: infrastructure, functionality, interior design, furniture purchase, phone and internet connectivity, and all administrative related responsibilities.
- ❖ The Project Management and client liaison for all new NJ accounts acquired.
- ❖ Training and oversight of support personnel.

COZU CATERING**FREEPORT, NY****OCT 2007 - NOV 2014***Founder*

Leaving the corporate world and becoming a stay-at-home mom for the span of 8 years inspired me to start a home-based catering company, using my love and passion for cooking as a means of maintaining a work-like environment while being the primary caregiver to my two children.

List of duties as a small business owner:

- ❖ Incorporated company and set up banking accounts.
- ❖ Designed company logo, business website, customized menu, and business cards.
- ❖ Coordinated social media outreach and taste test business promotions at various events.
- ❖ Created various tracking tools utilizing MS Excel / Word and various Apps (NoteSuite and Evernote) to keep track of customers, menus, invoices, and inventory.
- ❖ Created signature dishes made from scratch based on seasonal ingredients.
- ❖ Created personalized menus based on customer preference.
- ❖ Coordinated temporary hiring of servers for larger jobs and directed and managed catering parties for small weddings, graduations, showers and birthdays.
- ❖ Catered Lunch and Learns for corporate events.

CITY COUNCIL OF NEW YORK, QUEENS, NY**JUN 2001 - FEB 2003***Community Liaison/ District Office Coordinator*

- ❖ Participated from inception to completion, on all Campaign duties (Jun 2001 to Nov 2001) which successfully won the candidate a seat on the City Council.
- ❖ Managed constituent issues and upon assessment, referred their cases to applicable City Agencies.
- ❖ Assisted the Press Secretary with press releases and ads for the local newspapers that catered to our Spanish speaking constituents and handled all translation duties and communication with Spanish speaking merchants.
- ❖ Coordinated off-site events for the Council Member such as Town Hall meetings and Fundraisers.

EDUCATION

BACHELOR OF BUSINESS ADMINISTRATION*Empire State College, State University of New York*

David Adam Tello

Seeking a new career challenge.

Plantation, FL 33324

mrdavidtello@gmail.com

+1 786 322 0882

Four Years in Real Estate and 15 years in the Luxury Hospitality Business. Excellent client engagement and relationship management skills. Proficient in marketing, recruiting, training, and management of task oriented teams. Experienced in Land-Use, Site Development, and Construction techniques. Well versed in daily Operations Management of both Multi Million Dollar Hospitality outlets & Real Estate Development Projects (\$20M+).

Willing to relocate to: Miami, FL - Fort Lauderdale, FL - Boca Raton, FL
Authorized to work in the US for any employer

Work Experience

Real Estate Sales Agent

Residence Group, COMPASS - Miami, FL

May 2020 to Present

Our brokerage was purchased and absorbed during the 2020 lock-down. Currently representing/ selling residential real estate with a hyper focus on residential new construction.

Event Specialist

Trulucks Miami - Brickell

January 2014 to Present

Private event specialist, with a hyper focus on Client Management & Engagement. Detailed customer service & satisfaction in a luxury product environment. Quality control for food products. Coordination and managing of event staff and support teams. Sales data tracking and reporting.

Assistant Marketing Director

Residence Realty INC - Miami, FL

August 2016 to April 2020

Interacted directly with the Principal Broker daily, engaging a customer service oriented mindset for results. Assisted team members with Office Suite, Adobe Suite, Google Suite, and MAC programs. Creation of documents, research, and reports for properties and market conditions. Conceptualized lead generation campaigns and graphic design of marketing materials. Created and produced in-house film projects; including the video editing, directing, & design. Website design, blog writing, and copy editing.

Jr. Developer

GC3 Construction - Miami, FL

August 2015 to July 2016

Assistant to the Developer. Learned strong sales, negotiation, and communication skills. Assisted principal in the implementation of business strategies. Interfaced directly with the clients with personal property tours, resolving routine issues, and responding to pricing, bidding, or contract negotiation. Acted

as single point of contact for all data requirements from the sales team, marketing team, & construction team. Property research and financial analysis.

Education

Bachelors in Fine Arts (BFA) in Theatre

Miami-Dade Community College - Miami, FL

September 2004 to December 2008

Skills

- Customer service
- Google Suite
- Microsoft Office
- Personal assistant experience
- Customer relationship management
- Marketing
- Management
- Direct sales
- Video editing
- Art direction
- Mac OS
- Copywriting
- Adobe Creative Suite
- Copy Editing
- Video Editing
- Google Suite
- Web Design
- Contract Negotiation
- WordPress
- Blogging
- Graphic Design
- Proofreading
- Branding
- Events Management
- Photography
- Customer Relationship Management
- Marketing
- Video Production
- Digital Marketing
- Pricing

- Sales Management
- Email Marketing
- Social Media Management
- Operations Management
- Negotiation
- Public Relations

Languages

- English - Expert
- Spanish - Fluent

Links

<http://www.gc3group.com>

<http://www.rrgroupcompass.com>

<http://www.tellossellsmiami.com>

Awards

Toast Masters Speaker of the Day

March 2016

2017 Latin Builders Association Real Estate Sales Team of the Year

June 2017

2018 Florida's Best Award from the Builders Association of South Florida BASF- Best Real Estate Team

October 2018

Certifications and Licenses

Realtor

September 2019 to September 2022

Licensed Real Estate Professional , member of the National Association of Realtors (NAR).

215- Life Insurance Incl Variable Annuity & Health

January 2022 to January 2024

Life Insurance License Including Variable Annuities & Health

Assessments

Sales skills — Highly Proficient

June 2021

Influencing and negotiating with customers

Full results: [Highly Proficient](#)

Inside sales — Proficient

June 2021

Understanding and responding appropriately in sales scenarios, and performing common sales calculations

Full results: [Proficient](#)

Project timeline management — Proficient

November 2021

Prioritizing and allocating time to effectively achieve project deliverables

Full results: [Proficient](#)

Sales skills — Highly Proficient

June 2021

Influencing and negotiating with customers

Full results: [Highly Proficient](#)

Customer focus & orientation — Highly Proficient

November 2021

Responding to customer situations with sensitivity

Full results: [Highly Proficient](#)

Spreadsheets with Microsoft Excel — Expert

November 2021

Knowledge of various Microsoft Excel features, functions, and formulas

Full results: [Expert](#)

Office manager — Expert

November 2021

Scheduling and budgeting

Full results: [Expert](#)

Scheduling — Expert

November 2021

Cross-referencing agendas and itineraries to avoid scheduling conflicts

Full results: [Expert](#)

Advanced attention to detail — Expert

November 2021

Identifying differences in materials, following instructions, and detecting details among distracting information

Full results: [Expert](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Groups

B.F.C.

January 2016 to Present

Private exclusive fraternity consisting of industry titans, with a focus on physical health & mental fitness.

Jordan C. Bayne
Entitlements Coordinator
D.R. Horton, Inc.
6123 Lyons Road, Suite 100
Coconut Creek, FL
Tel: 954-949-3000

Current Employment:

D.R. Horton, Inc	
Entitlements Coordinator	2020 - Present
Residential Real Estate Development	

Douglas Elliman	
Sales Associate	2019-2020
Residential Real Estate	

Education:

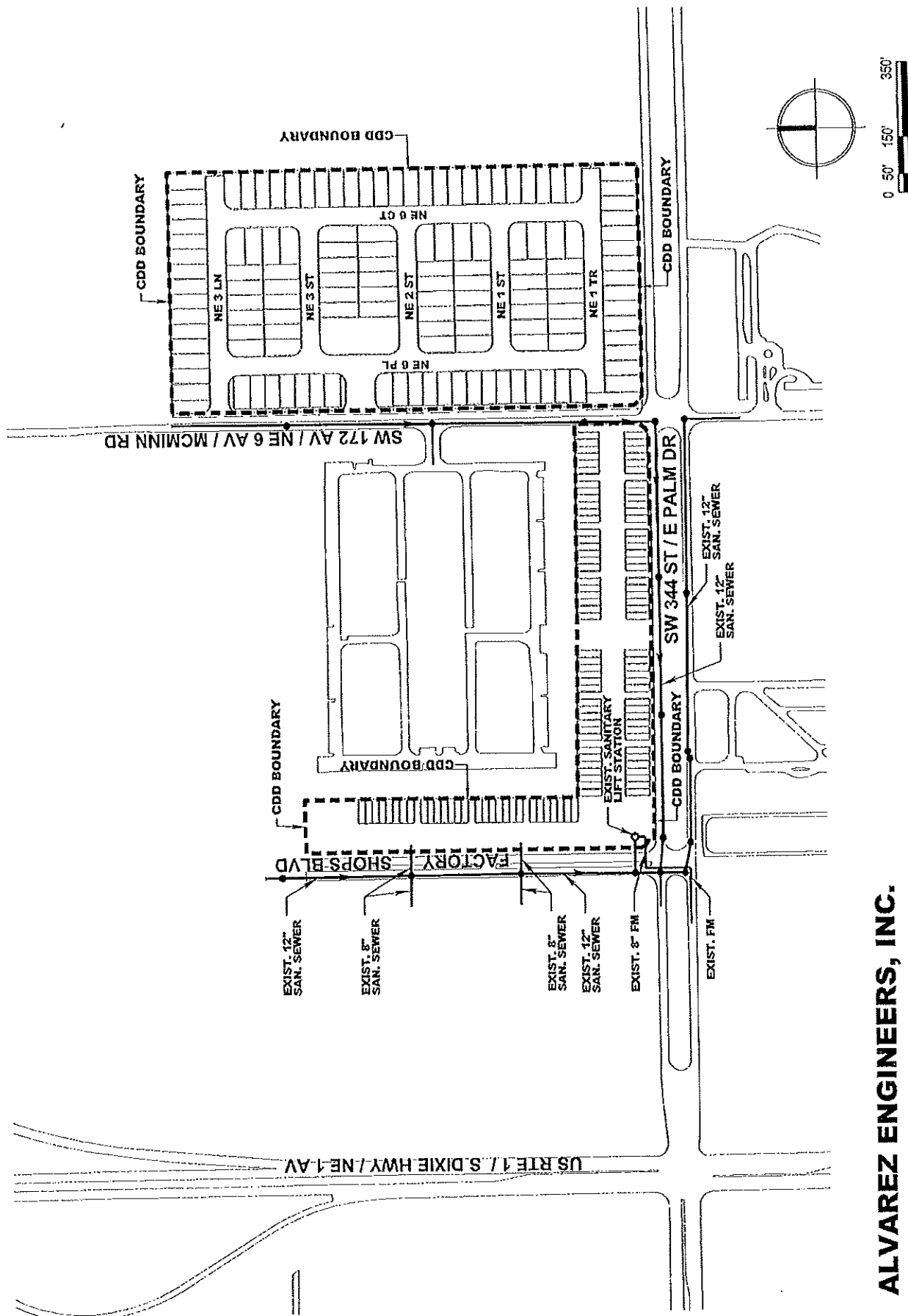
University of Miami – M.B.A.	2019
Florida State University – B.S.	2017

Licenses:

Florida Estate Sales Associate License	Current
--	---------

EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS

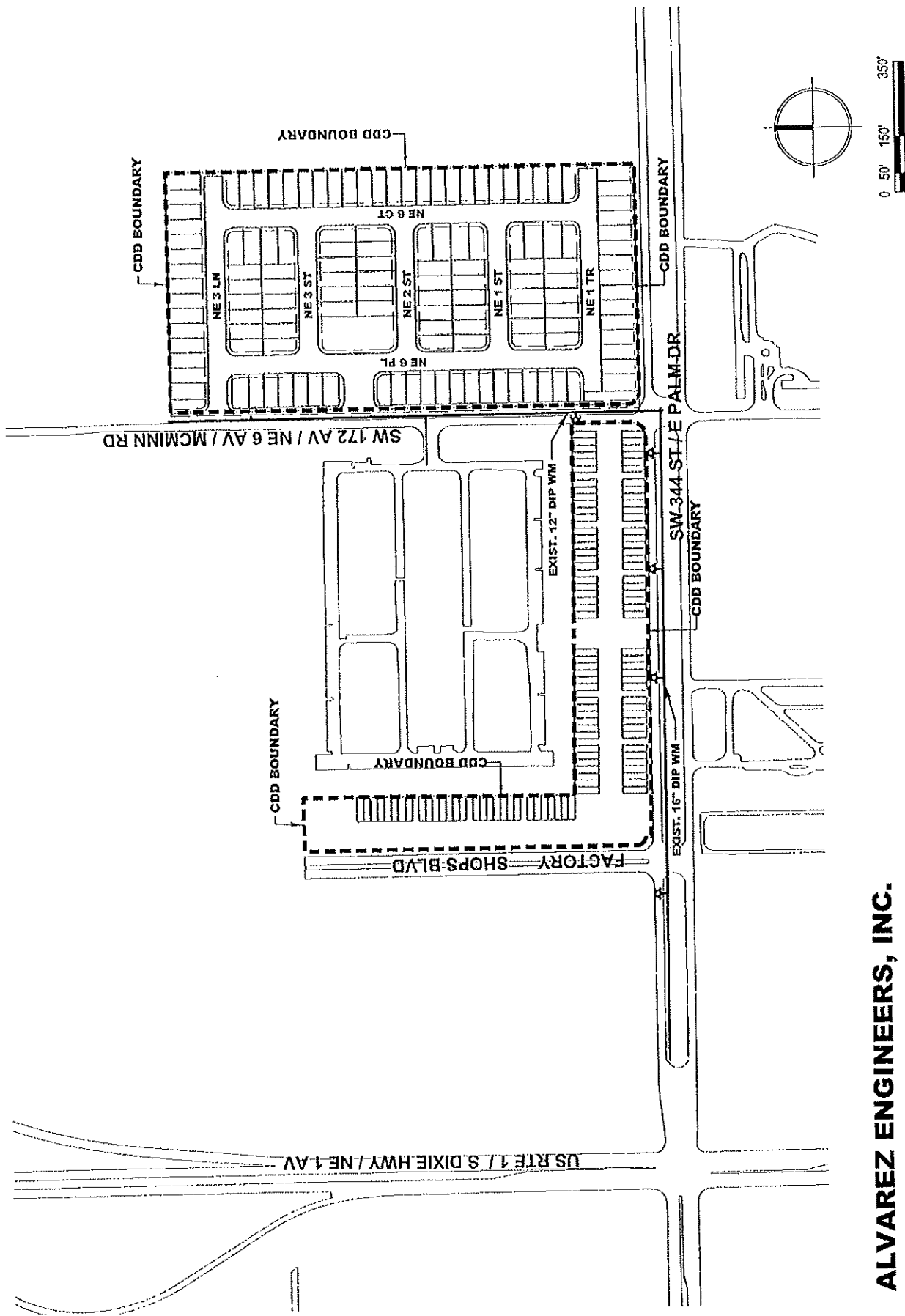


ALVAREZ ENGINEERS, INC.

SEBASTIAN ISLES CDD

EXISTING SANITARY SEWERS MAINS ADJACENT TO THE CDD

EXHIBIT 2



ALVAREZ ENGINEERS, INC.

SEBASTIAN ISLES CDD
EXISTING WATER MAINS ADJACENT TO THE CDD

EXHIBIT 3

EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	<u>Start Date</u>	<u>Completion Date</u>
Roadway Improvements	December, 2021	March, 2022
Stormwater Management System	December, 2021	May, 2022
Water Distribution System	December, 2021	May, 2022
Wastewater Collection System	December, 2021	May, 2022

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	<u>Costs:</u>
Roadway Improvements	\$ 6,054,000
Stormwater Management System	\$ 419,000
Water Distribution System	\$ 378,000
Wastewater Collection System	\$ 596,000
 Total Estimated Costs:	 \$ 7,447,000

EXHIBIT 8
FUTURE LAND USE

EXHIBIT 9

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS
Sebastian Isles Community Development District

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition to form the Sebastian Isles Community Development District ("District" or "CDD") and other affiliated and participating companies ("Petitioner") that are planning a 27.86+/- acre residential community, ("Project"), located north of SW 344 Street, south of SW 340 Street, west of SW 170 Avenue and east of Factory Shops Boulevard in City of Florida City, Miami-Dade County ("County") Florida.

The District will provide community infrastructure that will serve all the land in the proposed District. The District plans to provide community infrastructure including, but not necessarily limited to, stormwater management system, water distribution system, wastewater collection system, and roadway improvements (the "Infrastructure"). The District plans to finance the Infrastructure by issuing bonds ("Bonds") secured by, among other things, proceeds of non-ad valorem special assessments (the "Assessments") levied on land within the District that will specially benefit from the Infrastructure all as discussed more fully below.

1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), *Fla.Stat.* (governing District formation or alteration) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

As noted above, the proposed District will provide Infrastructure and related services with operation and maintenance, to the 27.86+/- acres comprising the Project. The current development plan for the land contained in the District is shown in Table 1 below. These plans are subject to change as market conditions may dictate in the future.

**Table 1. Sebastian Isles Community Development District
Development Program**

<i>Land Uses</i>	<i>Number of units</i>
Townhomes	116
Single Family	135

1.3 Requirements for Statement of Estimated Regulatory Costs.

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, *Fla.Stat.* The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a)[of Section 120.541, *Fla.*

Stat.] and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

- 2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.**

It is unlikely the establishment/creation of the District will meet any of the triggers in Section 120.541(2)(a), *Fla. Stat.* The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

- 3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.**

As noted above, the proposed District will provide Infrastructure and related services to the 27.86+/- acres of land planned for the Project as outlined in Table 1. All of the ultimate property owners in the District will be required to comply with District rules and their properties will be encumbered with District obligations to pay for Infrastructure and operation and maintenance expenses incurred by the District. Based on the current development program the following entities and individuals would be affected by the formation of the District: the owners and occupants of the residential units within the District.

- 4.0 Good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.**

- 4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance**

State Governmental Entities

The cost to State entities to review or enforce the proposed rule will be very modest. The District comprises less than 2,500 acres. Therefore, the County will review and act upon the petition to establish the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed rule. The District is a special purpose unit of local government, and it is required to file various reports to the State of Florida, the Department of Economic Opportunity and other agencies of the State. The filing requirements are outlined in Appendix A. However, the additional costs to the

State and its various departments to process the additional filings from the District are very low, since the State routinely processes filings from over 500 similar districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

City of Florida City and Miami-Dade County

This petition to establish the District will require the City to review the request by the Petitioner and support the establishment of the District by Resolution at a City Council meeting. This petition to establish the District will require the County to review the petition and its supporting exhibits. In addition, the County will hold public hearings to discuss the petition and to take public input. These activities will absorb staff time and time of the County Commission. The boundaries of the District are located in the City of Florida City, Miami-Dade County.

However, the costs of these activities are very modest at most for the following reasons. First, the review of this petition to form the District does not include an analysis of the Project itself. In fact, such a review of the Project is prohibited by statute. Second, the petition contains all of the information necessary for its review. Third, the City and County already has all of the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the County routinely processes similar petitions for land use and zoning changes that are far more complicated than this petition to form the District. Finally, Petitioners will pay all statutorily prescribed filing fees.

The County will incur only a small additional annual cost if this petition is approved. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries. The District will provide the County with its budget each year, but no County action is required.

4.2 Impact on State or Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other unit of local government except the District. By State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule

The District will provide Infrastructure and related services to the land in the District, as outlined in Table 2 below. The District will fund, own, operate and maintain the stormwater management system and the roadway improvements. The

District will also fund the water distribution system and wastewater collection system which will be owned and operated by the City.

Table 2. Proposed Facilities and Services

<i>Facility</i>	<i>Funded By</i>	<i>O&M By</i>	<i>Ownership</i>
Stormwater Management System	District	District	District
Water Distribution System	District	City	City
Wastewater Collection System	District	City	City
Roadway Improvements	District	District	District

Petitioner has estimated the costs for providing the Improvements as outlined in Table 2, and such costs are shown in Table 3. Total costs for this Infrastructure are estimated to be approximately \$ 7,447,000. To fund this construction program, in whole or in part, the District may issue Bonds, which will be repaid through non-ad valorem assessments levied on all lands in the District that benefit from the District's Infrastructure and related services as outlined in Table 2.

Table 3. Summary of Estimated Capital Costs for Proposed Sebastian Isles Community Development District

<i>Infrastructure</i>	<i>Total</i>
Stormwater Management System	\$ 419,000
Water Distribution System	\$ 378,000
Wastewater Collection System	\$ 596,000
Roadway Improvements	\$ 6,054,000
Total	\$ 7,447,000

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through Bonds. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Table 3 are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owners' association common to most master planned developments.

Real estate markets are quite efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new landowners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in tradeoff for the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer bank loans.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S.

There will be no impact on small businesses because of the formation of the proposed District. If anything, the impact may be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The development is located in City of Florida City, Miami-Dade County. As of the Census date, the 2020 Census, the City has a population in excess of 10,000 people and the County has a population in excess of 75,000 people. Therefore, the proposed District is not located in a City defined as a "small city" and the County defined as a "small county", according to Section 120.52, Fla. Stat..

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from Petitioner's Engineer and other professionals associated with Petitioner.

Finally, it is useful to reflect upon the question of whether the proposed formation of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the County could approve a dependent special district for the area, such as a special taxing district under Chapter 189, F.S. This alternative could finance the improvements contemplated in Table 2 in a fashion similar to the proposed District.

However, this alternative is inferior to the District. Unlike the District, the alternative would require the County to continue to administer the Project and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District.

A District also is preferable from a government accountability perspective. With a District as proposed, landowners and renters in the District would have a focused unit of government under their direct control. The District can then be more responsive to landowner needs without disrupting other County responsibilities.

Another alternative to the District would be for the developer to provide the Infrastructure and to use a property owners association ("POA") for operation and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the proposed District is a unit of local government. Therefore, unlike the POA the District must abide by all governmental rules and regulations.

**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FLORIDA STATUTES CITE	DATE
Annual Financial Audit	11.45	12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 9 months after end of fiscal year
TRIM Compliance Report	200.068	30 days after adoption of assessment resolution
Form 1 - Limited Financial Disclosure	112.3144	by July 1
Public Depositor Report	280.17	by November 30
Proposed Budget	190.008	sixty (60) days prior to adoption of final budget
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	When issued

EXHIBIT 10

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name:	Ginger E. Wald
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Sebastian Isles Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one-time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the

District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by Owner includes provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, such covenants of Owner are made in order to assure the Board that the representations made by Owners in support of the Petition will be abided by,

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration");

1. COVENANTS.

1.1 Public Records Notice of Existence of District

This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given a contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$30,000 FOR A TOWNHOME UNIT AND \$39,000 FOR A SINGLE FAMILY UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$19,600 FOR A TOWNHOME UNIT AND \$25,481 FOR A SINGLE FAMILY UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A TOWNHOME UNIT AND \$1,300 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL

ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$30,000 FOR A TOWNHOME UNIT AND \$39,000 FOR A SINGLE FAMILY UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$19,600 FOR TOWNHOME UNIT AND \$25,481 FOR A SINGLE FAMILY UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A TOWNHOME UNIT AND \$1,300 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE

AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during

applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE]

DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$30,000 FOR A TOWNHOME UNIT AND \$39,000 FOR A SINGLE FAMILY UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$19,600 FOR A TOWNHOME UNIT AND \$25,481 FOR A SINGLE FAMILY UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A TOWNHOME UNIT AND \$1,300 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%)

and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling

Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign

Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN SEBASTIAN ISLES. A PURCHASER OF PROPERTY IN SEBASTIAN ISLES WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON SEBASTIAN ISLES AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT [INSERT APPROPRIATE CONTACT INFORMATION]."

1.6 Inspection of District Records by County Representatives

Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and

accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service

Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure

The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat on any portion of the Property, Owner shall submit to the Board a complete application for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any

homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit, has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the

covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Mayor or Designee, or the assistant in charge of the office in the County Mayor's or Designee's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. ELECTION OF REMEDIES.

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration
of Restrictive Covenants this 6th day of JANUARY, 2022.

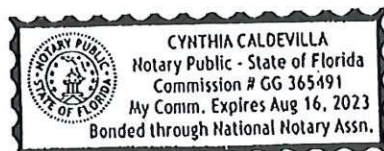
OWNER:

D. R. HORTON, INC., a Delaware corporation

By: [Signature]
Name: Rafael J. Roca
Title: Vice-President

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of JANUARY, 2022, by Rafael J. Roca, as Vice-President of D. R. HORTON, INC., a Delaware corporation. He is personally known to me ☒ or produced N/A as identification.



[Signature]
Notary Public
Cynthia Caldevilla
Typed, printed or stamped name of Notary Public

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 18th day of January 2022.

OWNER:

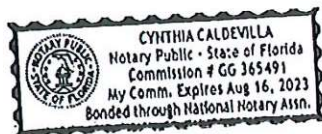
PALM DRIVE TOWNHOMES LLC, a Florida limited liability company

By: BINA CONSULTING, LLC, a Florida limited liability company, its Manager

By: Moises Gorin
Moises Gorin
Manager

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of January, 2022, by Moises Gorin, as Manager of BINA CONSULTING, LLC, a Florida limited liability company, as Manager of PALM DRIVE TOWNHOMES LLC, Florida limited liability company. He is personally known to me ☐ or produced Florida D.L. as identification.



Cynthia Caldevilla
Notary Public
Typed, printed or stamped name of Notary Public

Exhibit A

LEGAL DESCRIPTION

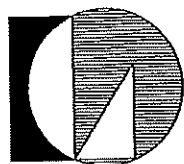
LEGAL DESCRIPTION SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

LEGAL DESCRIPTION:

A portion of Lot 12 of Block 3, of PLAT OF LANDS BELONGING TO THE MIAMI-LAND-AND-DEVELOPMENT COMPANY, according to the Plat thereof, as recorded in Plat Book 5, Page 10, together with Lots 29 and 30 of Block 20, Lots 16 and 17 of Block 24, and Lot 14 of Block 25, of "FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 16, Page 53, and Tracts 17 through 20 and a portion of Tracts 24 and 25, of "REVISED PLAT-FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 33, Page 48, together with that portion of Right-of-Way lying between said Tracts 24 and 25 that was closed and vacated by Resolution No. 95-01, as recorded in Official Records Book 16692, Page 1892 and corrected in Official Records Book 16809, Page 0198, and those portions of Rights-of-Way lying East and between said Tracts 17 through 20 that were closed and vacated by Resolution No. 08-04, as recorded in Official Records Book 26602, Page 0653, and a portion of SW 172nd Avenue (MCMINN RD.) (NE 6th AVE.), all of the Public Records of Miami-Dade County, Florida, lying and being in the SE ¼ and SW ¼ of Section 19, Township 57 South, Range 39 East, City of Florida City, Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 31 of Block 1, of ROYAL HOMES WEST, according to the Plat thereof, as recorded in Plat Book 174, Page 38, of the Public Records of Miami-Dade County, Florida; thence S00°31'33"E along the centerline of SW 170th Avenue (previously known as Connecticut St.), according to said Plat of "REVISED PLAT-FLORIDA CITY PARK", for a distance of 1,277.21 feet to the point of intersection with a line 65.00 feet North of and parallel to the South line of said SE ¼ of Section 19, said line also being the North Right-of-Way line of SW 344th Street (East Palm Dr.) and the South line of said Tract 17; thence S89°30'38"W along said line and along a line 65.00 feet North of and parallel to the South line of said SW ¼ of Section 19, said line also being the South lines of said Lots 16 and 17 of Block 24, Lot 14 of Block 25, and Tracts 24 and 25, for a distance of 1,818.76 feet to the point of intersection with a tangent curve to the right; thence the following two (2) courses along the East boundary of Factory Shops Blvd., described in that Warranty Deed, recorded in Official Records Book 16309, Page 0498, of the Public Records of Miami-Dade County, Florida; thence 39.25 feet along the arc of said curve, having a radius of 25.00 feet and a central angle of 89°56'52" to the point of intersection with a tangent line; thence N00°32'30"W along said line for a distance of 3.02 feet; thence the following three (3) courses along the South, East and North lines of the portion of land described in that Special Warranty Deed, recorded in Official Records Book 16378, Page 2221, of the Public Records of Miami-Dade County, Florida; thence N89°30'38"E for a distance of 32.00 feet; thence N00°32'30"W for a distance of 68.33 feet; thence S89°30'38"W for a distance of 32.00 feet to the point of intersection with the East line of said boundary of Factory Shops Blvd.; thence N00°32'30"W along said line for a distance of 841.64 feet to the point of intersection with the South line of the North ¼ of the South ½ of the SW ¼ of said Section 19; thence N89°23'48"E along said line for a distance of 142.10 feet to the point of intersection with the East line of said Lot 12, Block 3; thence S00°32'30"E along said line and along the West line of Tract "A" of AMBAR KEY, according to the Plat thereof, as recorded in Plat Book 175, Page 13, of the Public Records of Miami-Dade County, Florida, for a distance of 728.25 feet to the Southwest corner of said Tract "A"; thence N89°30'38"E along the South line of said Tract "A" for a distance of 1,021.20 feet to the point of intersection with the East line of the SW ¼ of said Section 19; thence N00°29'38"W as a basis of bearings along said line for a distance of 1,065.37 feet; thence N89°21'21"E along the South line of Lots 31 through 44 of Block 1 of said Plat of ROYAL HOMES WEST, for a distance of 679.91 feet to the POINT OF BEGINNING. Containing 1,213,625 square feet or 27.86 acres, more or less.

This document consists of thirteen (13) sheets and each sheet will not be considered full, valid and complete unless attached to the others.



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 1012
329 Palermo Avenue, Coral Gables, Florida 33134
Phone: 305-448-1600 | info@ludovici-orange.com

DRAWN: A.J.

CHECKED: A.J.

SCALE: N/A

DATE: 06-29-2021

PROJ. #: 2020 01

SHEET:

3

OF 13 SHEETS

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Exhibit B

CDD NOTICE

Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
TOWNHOME	\$1,000.00	\$846.00	\$1,846.00
SINGLE FAMILY	\$1,300.00	\$846.00	\$2,146.00

Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
TOWNHOME	\$53.00	\$18.00	\$83.33
SINGLE FAMILY	\$53.00	\$18.00	\$108.33

Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
TOWNHOME	\$19,600.00	\$30,000.00
SINGLE FAMILY	\$25,481.00	\$39,000.00

____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Sebastian Isles (the "Development") are also located within the boundaries of the Sebastian Isle Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

____ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

____ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

____ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non-ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$1,000 for a townhome unit (approximately \$83.33 per month) and \$1,300 for a single family unit (approximately \$108.33) which sum shall be payable annually for the term of the Bonds (the

principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [insert term] is approximately \$30,000 for a townhome unit and \$39,000 for a single family unit.

____ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non-ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Units will be approximately \$846.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

____ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

____ PURCHASER'S INITIALS

PURCHASER:

Print Name: _____
Date: _____

PURCHASER:

Print Name: _____
Date: _____

EXHIBIT 11

RESOLUTION OF SUPPORT FROM CITY

RESOLUTION NO. 21-80

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, EXPRESSING SUPPORT FOR THE ESTABLISHMENT OF THE SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT, HAVING EXTERNAL BOUNDARIES AS DEPICTED AND LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Petitioner, D.R. Horton, Inc., is filing a Petition to Establish the Sebastian Isles Community Development District ("CDD") within the geographical boundaries of the City, as described in Exhibit "A"; and

WHEREAS, the City Commission finds that the establishment of the CDD is a reasonable alternative to the financing, construction, delivery and long-term operation and management of basic infrastructure servicing the proposed residential development; and

WHEREAS, the City Commission finds that the establishment of the CDD is consistent with the City's Code and Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Approval. The City Commission hereby expresses its support for the establishment of the Sebastian Isles Community Development District (the "CDD") comprising approximately 27.86 +/- gross acres, having external boundaries as depicted and legally described on Exhibit "A", attached hereto and made a part hereof, for consideration by Miami-Dade County, pursuant to the Uniform Community Development District Act of 1990, Chapter 190, Florida Statutes.


Section 3. The Mayor, City Attorney, and City Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Resolution.

Section 4. This Resolution shall become effective upon its passage and adoption by the City Commission and is binding on all successors and assigns.

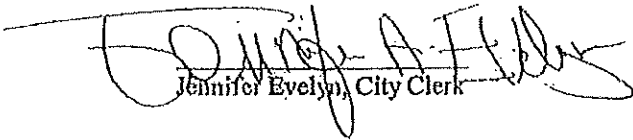
RESOLUTION NO: 21-80

PASSED AND ADOPTED by the Mayor and City Commission of the City of Florida City, Florida

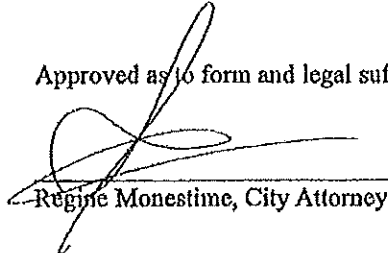
this 12th day of October, 2021.


Otis T. Wallace, Mayor

ATTEST:


Jennifer Evelyn, City Clerk

Approved as to form and legal sufficiency:


Regine Monestime, City Attorney

Offered by: Mayor

Motion to adopt by Vice Mayor Butler seconded by Comm. Gold

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace

Y

Vice Mayor Sharon Butler

Y

Commissioner Eugene D. Berry

Y

Commissioner R. S. Shiver

Y

Commissioner James Gold

Y

STATE OF FLORIDA
COUNTY OF MIAMI
Jennifer A. Evelyn
City Clerk
Of the City of Florida City, Florida do hereby certify
that the above and foregoing is a true and correct
copy of the original thereof on file in this office.
WITNESS my hand and the seal of said City
this 12th day of October AD 2021

Exhibit "A"

Legal Description

A portion of Lot 12 of Block 3, of PLAT OF LANDS BELONGING TO THE MIAMI-LAND-AND-DEVELOPMENT COMPANY, according to the Plat thereof, as recorded in Plat Book 5, Page 10, together with Lots 29 and 30 of Block 20, Lots 16 and 17 of Block 24, and Lot 14 of Block 25, of "FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 16, Page 53, and Tracts 17 through 20 and a portion of Tracts 24 and 25, of "REVISED PLAT-FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 33, Page 48, together with that portion of Right-of-Way lying between said Tracts 24 and 25 that was closed and vacated by Resolution No. 95-01, as recorded in Official Records Book 16692, Page 1892 and corrected in Official Records Book 16809, Page 0198, and those portions of Rights-of-Way lying East and between said Tracts 17 through 20 that were closed and vacated by Resolution No. 08-04, as recorded in Official Records Book 26602, Page 0653, and a portion of SW 172nd Avenue (MCMINN RD.) (NE 6th AVE.), all of the Public Records of Miami-Dade County, Florida, lying and being in the SE ¼ and SW ¼ of Section 19, Township 57 South, Range 39 East, City of Florida City, Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 31 of Block 1, of ROYAL HOMES WEST, according to the Plat thereof, as recorded in Plat Book 174, Page 38, of the Public Records of Miami-Dade County, Florida; thence S00°31'33"E along the centerline of SW 170th Avenue (previously known as Connecticut St.), according to said Plat of "REVISED PLAT-FLORIDA CITY PARK", for a distance of 1,277.21 feet to the point of intersection with a line 65.00 feet North of and parallel to the South line of said SE ¼ of Section 19, said line also being the North Right-of-Way line of SW 344th Street (East Palm Dr.) and the South line of said Tract 17; thence S89°30'38"W along said line and along a line 65.00 feet North of and parallel to the South line of said SW ¼ of Section 19, said line also being the South lines of said Lots 16 and 17 of Block 24, Lot 14 of Block 25, and Tracts 24 and 25, for a distance of 1,818.76 feet to the point of intersection with a tangent curve to the right; thence the following two (2) courses along the East boundary of Factory Shops Blvd., described in that Warranty Deed, recorded in Official Records Book 16309, Page 0498, of the Public Records of Miami-Dade County, Florida; thence 39.25 feet along the arc of said curve, having a radius of 25.00 feet and a central angle of 89°56'52" to the point of intersection with a tangent line; thence N00°32'30"W along said line for a distance of 3.02 feet; thence the following three (3) courses along the South, East and North lines of the portion of land described in that Special Warranty Deed, recorded in Official Records Book 16378, Page 2221, of the Public Records of Miami-Dade County, Florida; thence N89°30'38"E for a distance of 32.00 feet; thence N00°32'30"W for a distance of 68.33 feet; thence S89°30'38"W for a distance of 32.00 feet to the point of intersection with the East line of said boundary of Factory Shops Blvd.; thence N00°32'30"W along said line for a distance of 841.64 feet to the point of intersection with the South line of the North ¼ of the South ½ of the SW ¼ of said Section 19; thence N89°23'48"E along said line for a distance of 142.10 feet to the point of intersection with the East line of said Lot 12, Block 3; thence S00°32'30"E along said line and along the West line of Tract "A" of AMBAR KEY, according to the Plat thereof, as recorded in Plat Book 175, Page 13, of the Public Records of Miami-Dade County, Florida, for a distance of 728.25 feet to the Southwest corner of said Tract "A"; thence N89°30'38"E along the South line of said Tract "A" for a distance of 1,021.20 feet to the point of intersection with the East line of the SW ¼ of said Section 19; thence N00°29'38"W as a basis of bearings along said line for a distance of 1,065.37 feet; thence N89°21'21"E along the South line of Lots 31 through 44 of Block 1 of said Plat of ROYAL HOMES WEST, for a distance of 679.91 feet to the POINT OF BEGINNING. Containing 1,213,625 square feet or 27.86 acres, more or less.

"EXHIBIT B to the Ordinance"

Legal Description

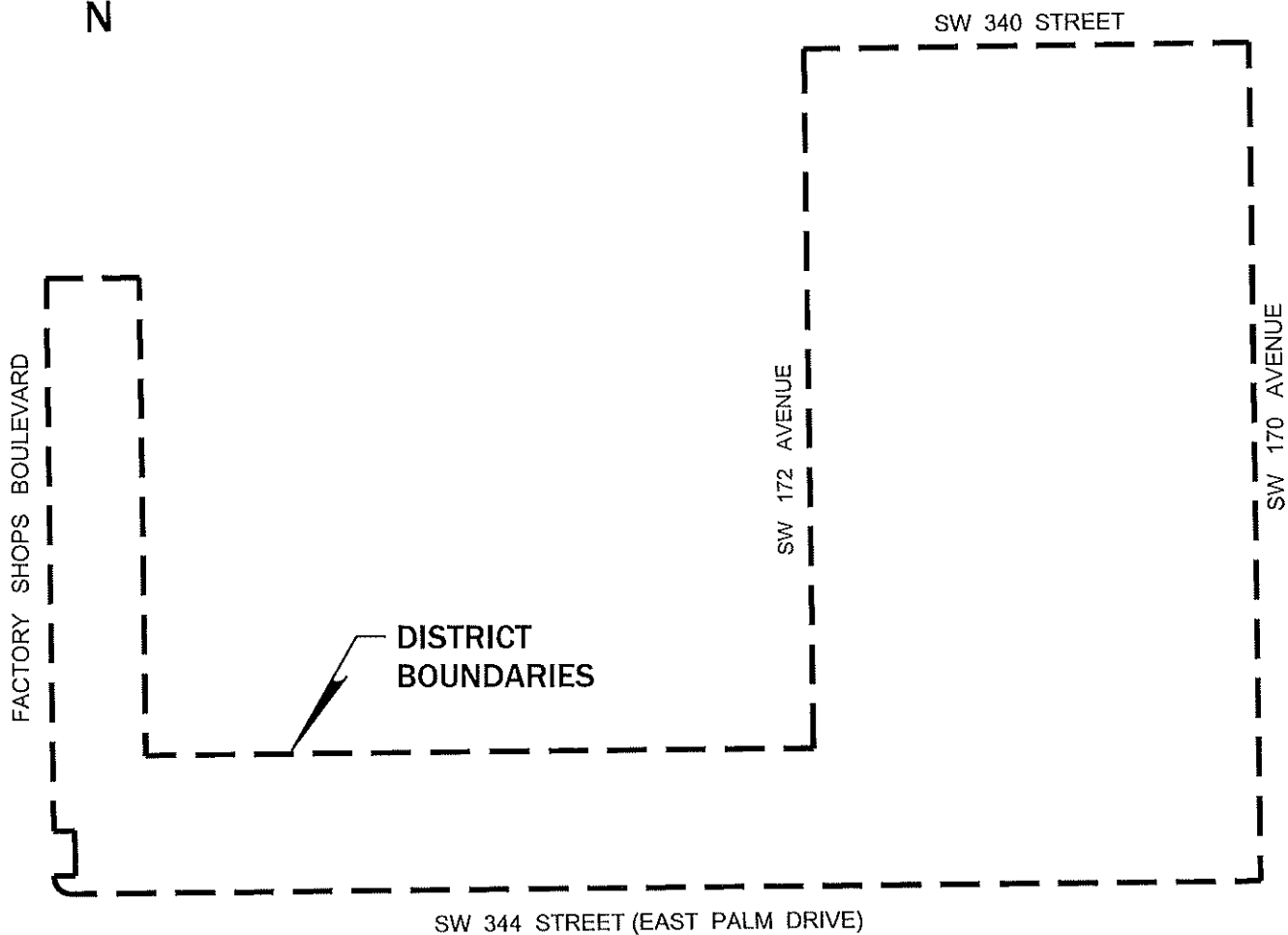
LEGAL DESCRIPTION FOR SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

A portion of Lot 12 of Block 3, of PLAT OF LANDS BELONGING TO THE MIAMI-LAND-AND-DEVELOPMENT COMPANY, according to the Plat thereof, as recorded in Plat Book 5, Page 10, together with Lots 29 and 30 of Block 20, Lots 16 and 17 of Block 24, and Lot 14 of Block 25, of "FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 16, Page 53, and Tracts 17 through 20 and a portion of Tracts 24 and 25, of "REVISED PLAT-FLORIDA CITY PARK", according to the Plat thereof, as recorded in Plat Book 33, Page 48, together with that portion of Right-of-Way lying between said Tracts 24 and 25 that was closed and vacated by Resolution No. 95-01, as recorded in Official Records Book 16692, Page 1892 and corrected in Official Records Book 16809, Page 0198, and those portions of Rights-of-Way lying East and between said Tracts 17 through 20 that were closed and vacated by Resolution No. 08-04, as recorded in Official Records Book 26602, Page 0653, and a portion of SW 172nd Avenue (MCMINN RD.) (NE 6th AVE.), all of the Public Records of Miami-Dade County, Florida, lying and being in the SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 19, Township 57 South, Range 39 East, City of Florida City, Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 31 of Block 1, of ROYAL HOMES WEST, according to the Plat thereof, as recorded in Plat Book 174, Page 38, of the Public Records of Miami-Dade County, Florida; thence S00°31'33"E along the centerline of SW 170th Avenue (previously known as Connecticut St.), according to said Plat of "REVISED PLAT-FLORIDA CITY PARK", for a distance of 1,277.21 feet to the point of intersection with a line 65.00 feet North of and parallel to the South line of said SE $\frac{1}{4}$ of Section 19, said line also being the North Right-of-Way line of SW 344th Street (East Palm Dr.) and the South line of said Tract 17; thence S89°30'38"W along said line and along a line 65.00 feet North of and parallel to the South line of said SW $\frac{1}{4}$ of Section 19, said line also being the South lines of said Lots 16 and 17 of Block 24, Lot 14 of Block 25, and Tracts 24 and 25, for a distance of 1,818.76 feet to the point of intersection with a tangent curve to the right; thence the following two (2) courses along the East boundary of Factory Shops Blvd., described in that Warranty Deed, recorded in Official Records Book 16309, Page 0498, of the Public Records of Miami-Dade County, Florida; thence 39.25 feet along the arc of said curve, having a radius of 25.00 feet and a central angle of 89°56'52" to the point of intersection with a tangent line; thence N00°32'30"W along said line for a distance of 3.02 feet; thence the following three (3) courses along the South, East and North lines of the portion of land described in that Special Warranty Deed, recorded in Official Records Book 16378, Page 2221, of the Public Records of Miami-Dade County, Florida; thence N89°30'38"E for a distance of 32.00 feet; thence N00°32'30"W for a distance of 68.33 feet; thence S89°30'38"W for a distance of 32.00 feet to the point of intersection with the East line of said boundary of Factory Shops Blvd.; thence N00°32'30"W along said line for a distance of 841.64 feet to the point of intersection with the South line of the North $\frac{1}{4}$ of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 19; thence N89°23'48"E along said line for a distance of 142.10 feet to the point of intersection with the East line of said Lot 12, Block 3; thence S00°32'30"E along said line and along the West line of Tract "A" of AMBAR KEY, according to the Plat thereof, as recorded in Plat Book 175, Page 13, of the Public Records of Miami-Dade County, Florida, for a distance of 728.25 feet to the Southwest corner of said Tract "A"; thence N89°30'38"E along the South line of said Tract "A" for a distance of 1,021.20 feet to the point of intersection with the East line of the SW $\frac{1}{4}$ of said Section 19; thence N00°29'38"W as a basis of bearings along said line for a distance of 1,065.37 feet; thence N89°21'21"E along the South line of Lots 31 through 44 of Block 1 of said Plat of ROYAL HOMES WEST, for a distance of 679.91 feet to the POINT OF BEGINNING. Containing 1,213,625 square feet or 27.86 acres, more or less.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch



SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT

(COMM. 0009)
SECTION: 19 - 57 - 39

EXHIBIT "A"
(BOUNDARIES & GEOGRAPHICAL LOCATION SKETCH)