OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: (Public Hearing: 11-7-23)
September 6, 2023

Agenda Item No. 5(D)

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Ordinance No. 23-95

Subject: Ordinance Creating the Parker Pointe Community Development District

Executive Summary

The purpose of this item is to gain authorization from the Board of County Commissioners (Board) to create a Community Development District (CDD) in the City of Homestead (City) in Miami-Dade County (County), Florida. 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 adopt the attached Ordinance creating the Parker Pointe Community Development District (District) in the City, 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 District is located within Commission District 8, which is represented by County Commissioner Danielle Cohen Higgins, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

The creation of the District 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 District, pursuant to the procedures and factors set forth in section 190.005, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the District 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 District, 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 private roads that are to be maintained by a Homeowners' Association (HOA) or the District. 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 District be dissolved or fail to fulfill its maintenance obligations. This Special Taxing District will remain dormant until such time as

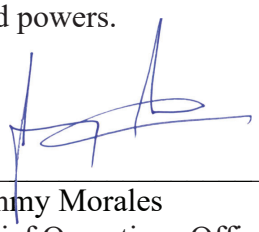
the County determines to implement the Special Taxing District.

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

Background
SK Parker Pointe, LLC. ("Petitioner"), the owner of the Parker Pointe Development, has filed an application to create the District in connection with said development. The Parker Pointe Development is a proposed 41.81-acre residential development lying wholly within the municipal limits of the City of Homestead, in an area bounded by SW 162 Avenue (NE 18 Avenue/Farm Life School Road) on the east, SW 320 Street (East Mowry Drive/Parker Pointe Drive) on the south, Canal C-103 Right-of-Way on the west, and Canal C-103 Right-of-Way on the north. The District is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the development. The development plan for the lands within the proposed District includes construction of 371 residential units (274 townhome units and 97 single-family units) with associated roadway improvements, stormwater management system, wastewater collection system, and water distribution system, which are estimated to cost approximately $11.74 million. This development has private roads that are to be maintained by an HOA or the District. A detailed summary of District 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 District; (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 Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(D)

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(D)
11-7-23

ORDINANCE NO. 23-95

ORDINANCE GRANTING PETITION OF SK PARKER POINTE, LLC., FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT GENERALLY BOUNDED ON THE NORTH BY CANAL C-103 RIGHT-OF-WAY, ON THE EAST BY SW 162 AVENUE (NE 18 AVENUE/FARM LIFE SCHOOL ROAD), ON THE SOUTH BY SW 320 STREET (EAST MOWRY DRIVE/PARKER POINTE DRIVE), AND ON THE WEST BY CANAL C-103 RIGHT-OF-WAY; CREATING AND ESTABLISHING PARKER POINTE 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, SK Parker Pointe, LLC ("Petitioner"), a Delaware limited liability company, has petitioned for the establishment of the Parker Pointe 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 June 16, 2023, 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:

Michael Caputo

Timothy Smith

Greg Meath

Candice Smith

Jon Seifel

Section 5. The name of the District shall be the "Parker Pointe 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 Parker Pointe 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, wastewater 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 that 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: November 7, 2023

Approved by County Attorney as to form and legal sufficiency: GKS for GBK

Prepared by: MJM

Michael J. Mastrucci

"EXHIBIT A to the Ordinance"

PETITION TO CREATE PARKER POINTE
COMMUNITY DEVELOPMENT DISTRICT

Dated: June 16, 2023

Memorandum

Date: June 16, 2023

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

From: Liset Romero-Lopez, Chief
Special Assessment Districts Division
Parks, Recreation and Open Spaces Department

Subject: Parker Pointe Community Development District
Creation

The attached petition was submitted by SK Parker Pointe LLC, and has been finalized, reviewed, and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Chapter 190, Florida Statutes, and Miami-Dade County Policy.

The filing date of record is June 16, 2023.

Attachment

c: Michael Mastrucci
Assistant County Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF HOMESTEAD AND THE BOARD OF COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, SK Parker Pointe LLC ("Petitioner"), hereby petitions the City Council of the City of Homestead, Florida, and the Board of County Commissioners of Miami-Dade County, Florida ("County"), pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, and the Miami-Dade County Home Rule Charter, to establish a Community Development District ("District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Homestead, Florida, and covers approximately 41.81 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is generally located south of S.W. 312th Street (N.E. 8th Street), west of S.W. 162nd Avenue (N.E. 18th Avenue)/Farm Life Road, north of S.W. 320th Street (East Mowry Drive) and east of S.W. 167th Avenue (N.E. 12th Avenue). The sketch and metes and bounds descriptions of the external boundaries of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes. Consent to the establishment of the District is contained in **Exhibit 3**. They shall serve in that office until replaced, as provided in Section 190.006, Florida Statutes.

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are Michael Caputo, Timothy Smith, Greg Meath, Candice Smith and Jon Seifel. They are residents of the state of Florida and citizens of the United States of America. Further information on the Board Members can be found in **Exhibit 11**.

6. Name. The proposed name of the District is the Parker Pointe Community Development District.

7. Major Water and Wastewater Facilities. **Exhibit 4** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

8. District Facilities and Services. **Exhibit 5** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed in two (2) phase(s) over an estimated two (2) year period

from 2022 to 2024. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Existing and Future Land Uses. The existing use of the lands within the proposed District is vacant land. The current zoning of the lands within the proposed District is "General/General Use." The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 6**. These proposed land uses are consistent with the City of Homestead's Comprehensive Plan and Miami-Dade County's Comprehensive Development Master Plan.

10. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine as its authorized agent. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jere Earlywine
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK, LLP
107 College Avenue
Tallahassee, Florida 32301
(850) 528-6152 (telephone)

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

13. Resolution of Support from the City of Homestead. A Resolution of the City Council of the City of Homestead, Florida, supporting the establishment of the proposed District is attached to this petition as **Exhibit 9**.

14. Declaration of Restrictive Covenants. Landowner agrees to the restrictive covenants on the lands that comprise the proposed District as set forth in **Exhibit 10**.

15. Request for Additional Powers. If the District is approved by the County, the District will be duly and legally authorized to exist and exercise all of its powers as set forth in

Section 190.012(1) and (3), Florida Statutes, and as otherwise provided by law. The powers and functions of the District are more fully described in Chapter 190, Florida Statutes. Petitioner further requests that the District be granted consent to exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2)security, including but not limited to, guardhouses, fences and gates, electronic intrusion detection systems, and patrol cars, each as authorized and described by Sections 190.012(2)(a) and (d),Florida Statutes, respectively.

16. Consent to Special Taxing District. Petitioner also acknowledges and consents to the establishment of a dormant multipurpose maintenance special taxing district to be activated in the event that the District is dissolved or becomes defunct and fails to provide maintenance services within 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 the 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.

17. This petition to establish the Parker Pointe Community Development District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan, City of Homestead's Comprehensive Plan or the Miami-Dade County's Comprehensive Development Master Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in the City of Homestead and Miami-Dade County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will

provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests Miami-Dade County, Florida, to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and, (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2)(a) and (d), Florida Statutes.

d. grant such other relief as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 30th day of March, 2023.

KUTAK ROCK, LLP

Jere Earlywine
Florida Bar No.155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK, LLP
107 College Avenue
Tallahassee, Florida 32301
(850) 528-6152
(telephone)

Attorneys for Petitioner

EXHIBIT 1

FORD ENGINEERS, INC.
1850 NW 84TH AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33126
PH. (305) 477-6472
FAX (305) 477-8084

DRAWINGS AND REPORTS ARE AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF FORD ENGINEERS, INC. THEY ARE NOT TO BE USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER EXCEPT WITH THE EXPRESS WRITTEN PERMISSION AND ADAPTATION BY FORD ENGINEERS, INC.

RECORD OF REVISION			
No.	DATE	DESCRIPTION	BY	APP.

MOWRY ESTATES

TYPE OF PROJECT: GENERAL LOCATION MAP

CLIENT: D.R. HORTON AMERICA'S BUILDER

CLIENT ADDRESS: 6123 LYONS ROAD, SUITE 100, COCONUT CREEK, FLORIDA 33073

PROJ. LOC.: SECTION 17, TOWNSHIP 59 SOUTH, RANGE 39 EAST, CITY OF HOMESTEAD, MIAMI DADE COUNTY, FLORIDA

MIGUEL A. HERNANDEZ — LICENSE — No. 66503 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

SEPTEMBER 28, 2021

This item has been digitally signed and sealed by Miguel A. Hernandez, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

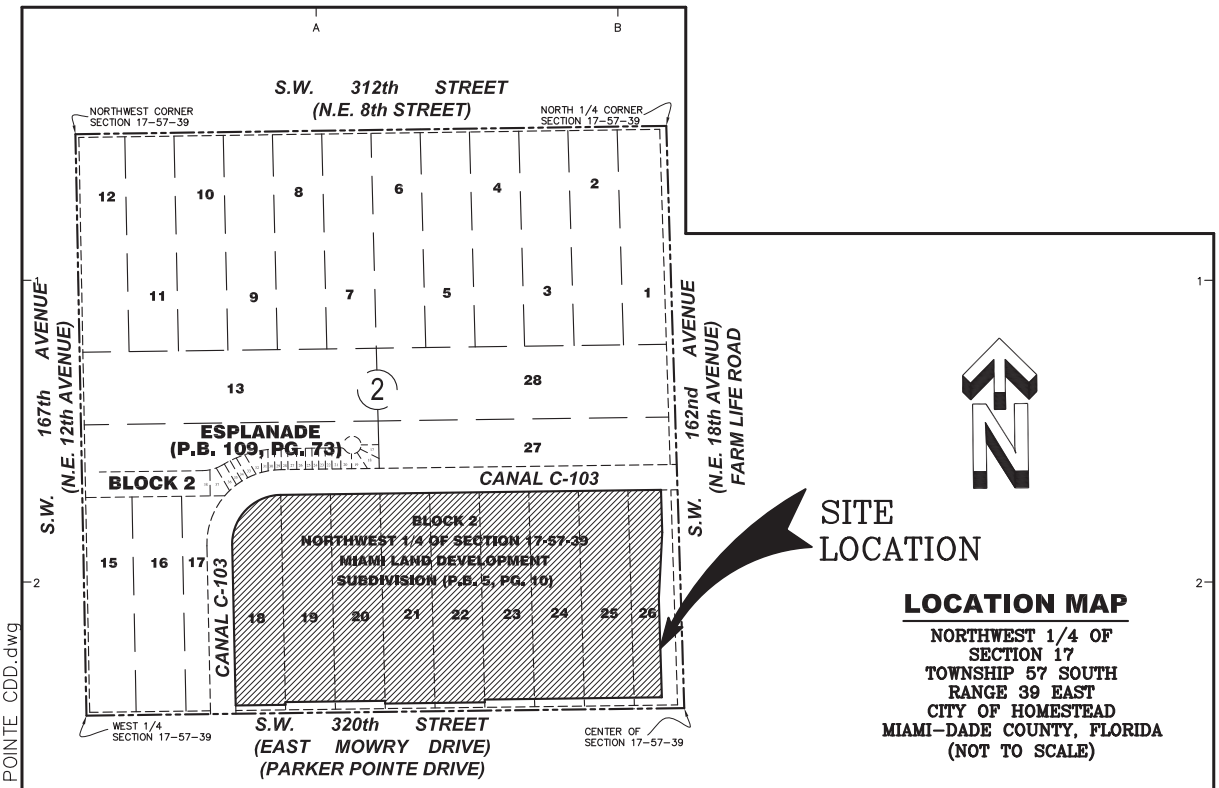
CHK. BY: MAHER
CERT. OF AUTHORIZATION No. 8021
SCALE: H = 200' / V = 200'
DRAWN BY: C. VAZQUEZ
CHECKED BY: M. HERNANDEZ
JOB No.: 20-131
PROJECT No.: 20-011
SHEET: 1

SKETCH

LOCATION MAP
SCALE: 1" = 200'

O:\18-035 MOWRY ESTATES\DERM QUANTITIES and SKETCH\MOWRY CIVIL 3D SEWER POC SKETCH V1.dwg, Drawn by: CARLOSV, Jun 24, 2022 - 3:09pm

EXHIBIT 2



LOCATION MAP

NORTHWEST 1/4 OF
SECTION 17
TOWNSHIP 57 SOUTH
RANGE 39 EAST
CITY OF HOMESTEAD
MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) North arrow direction and Bearings shown hereon are based on recorded value of S89°16'37"W, along the South Line of the Northwest 1/4 of Section 17, Township 57 South, Range 39 East, City of Homestead, Miami-Dade County, Florida, as shown herein.
3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. 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.
4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of TITLE COMMITMENT will need to be made to determine recorded instruments, if any affecting this property.
5) The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17.051 (Formerly 61G17-6), Florida Administrative Code, and conforms to the Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

Ford, Armenteros & Fernandez, Inc. LB #6557
Date: January 27th, 2022
Revision 1:

By: _____
Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SURVEYOR NOTES AND LOCATION
PREPARED FOR:	KOLTER LAND PARTNERS, LLC
DRAWN BY: R.R.	DATE: 01-27-2022
DWG. CHECKED BY:	SCALE: AS SHOWN
	PROJECT No: 18A059-1000
	SHEET: 1 OF 4 SHEETS

MDC019

Q:\FORD COMPANIES\Engineering & Surveying\Survey\Sketch & Legal\18a059 PARKER POINTE CDD\18A059-1000 PARKER POINTE CDD.dwg

LEGAL DESCRIPTION:

TRACTS 18 THROUGH 26, INCLUSIVE, BLOCK 2 IN SECTION 17, TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF "MIAMI LAND & DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LESS CANAL C-103 RIGHT-OF-WAY AND LESS PARKER POINTE DRIVE AND FARM LIFE SCHOOL ROAD RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 17; THENCE S89°16'37"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 100.02 FEET; THENCE N01°46'32"W, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 804.11 FEET; THENCE S01°32'39"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.09 FEET; THENCE N01°25'42"W FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.06 FEET; THENCE S01°18'44"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 226.04 FEET; THE NEXT THREE (3) COURSES AND DISTANCE BEING ALONG THE EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINES OF CANAL C-103; 1) THENCE N01°15'15"W FOR A DISTANCE OF 727.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 223.10 FEET, THOUGHT A CENTRAL ANGLE OF 90°30'02" FOR AN ARC DISTANCE OF 352.39 FEET TO A POINT OF TANGENCY; 3) THENCE N89°14'47"E FOR A DISTANCE OF 1725.65 FEET; THENCE S01°46'32"E, ALONG A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 192.85 FEET; THENCE S02°59'17"W FOR A DISTANCE OF 301.04 FEET; THENCE S01°46'32"E, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 448.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,821,296 SQUARE FEET AND/OR 41.81 ACRES MORE OR LESS

LEGEND/ABBREVIATION

P.B. - PLAT BOOK
PG. - PAGE
P.O.B. - POINT OF BEGINNING
℄ - CENTERLINE

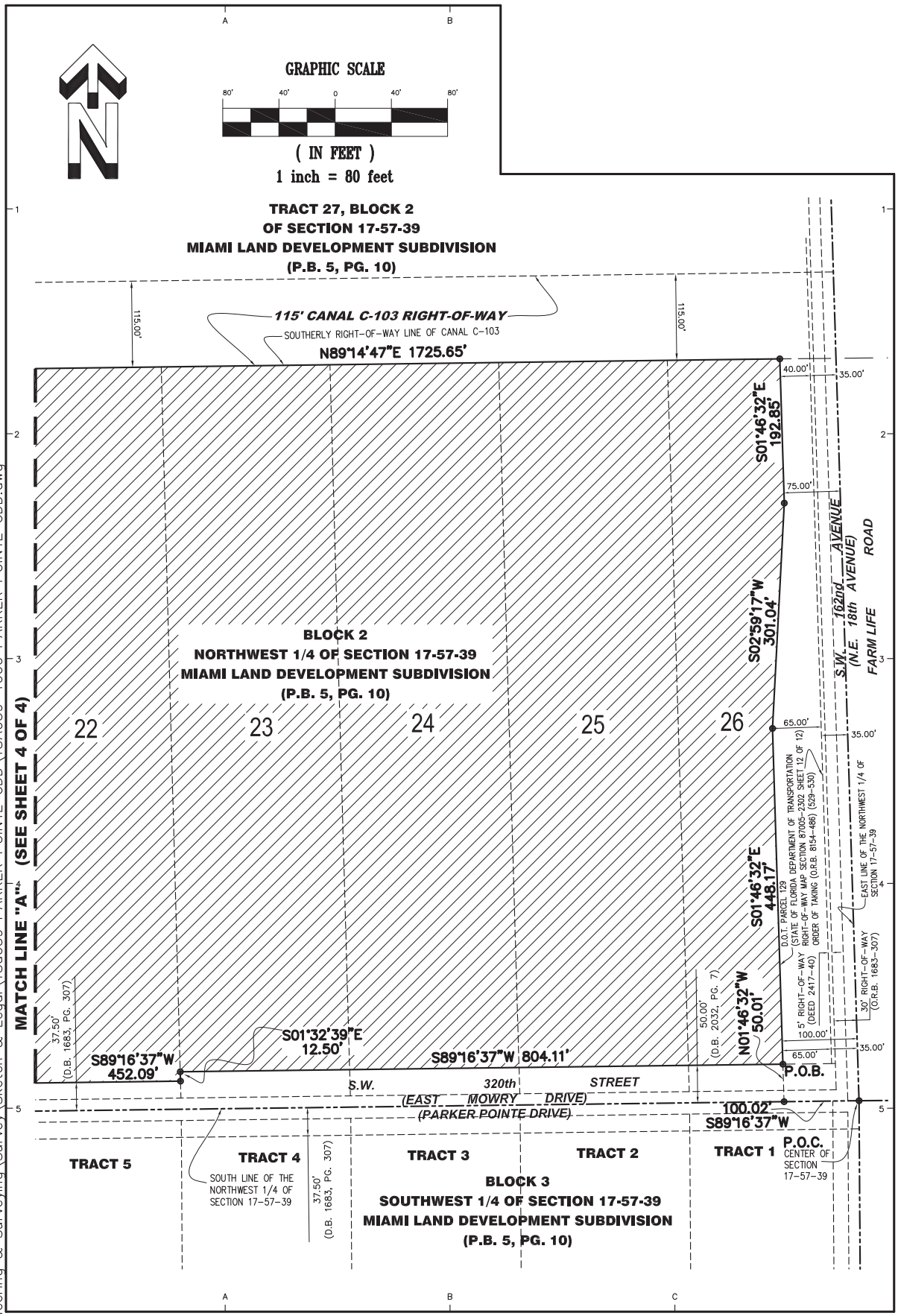
Q:\FORD COMPANIES\Engineering & Surveying\Survey\Sketch & Legal\18a059 PARKER POINTE CDD\18A059-1000 PARKER POINTE CDD.dwg

PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR:	KOLTER LAND PARTNERS, LLC		
DRAWN BY: R.R.	DATE: 01-27-2022	SHEET: 2	
DWG. CHECKED BY:	SCALE: N/A	OF 4 SHEETS	
	PROJECT No: 18A059-1000		

MDC020



PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR:	KOLTER LAND PARTNERS, LLC
DRAWN BY: R.R.	DATE: 01-27-2022
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 18A059-1000
SHEET:	3 OF 4 SHEETS

MDC021

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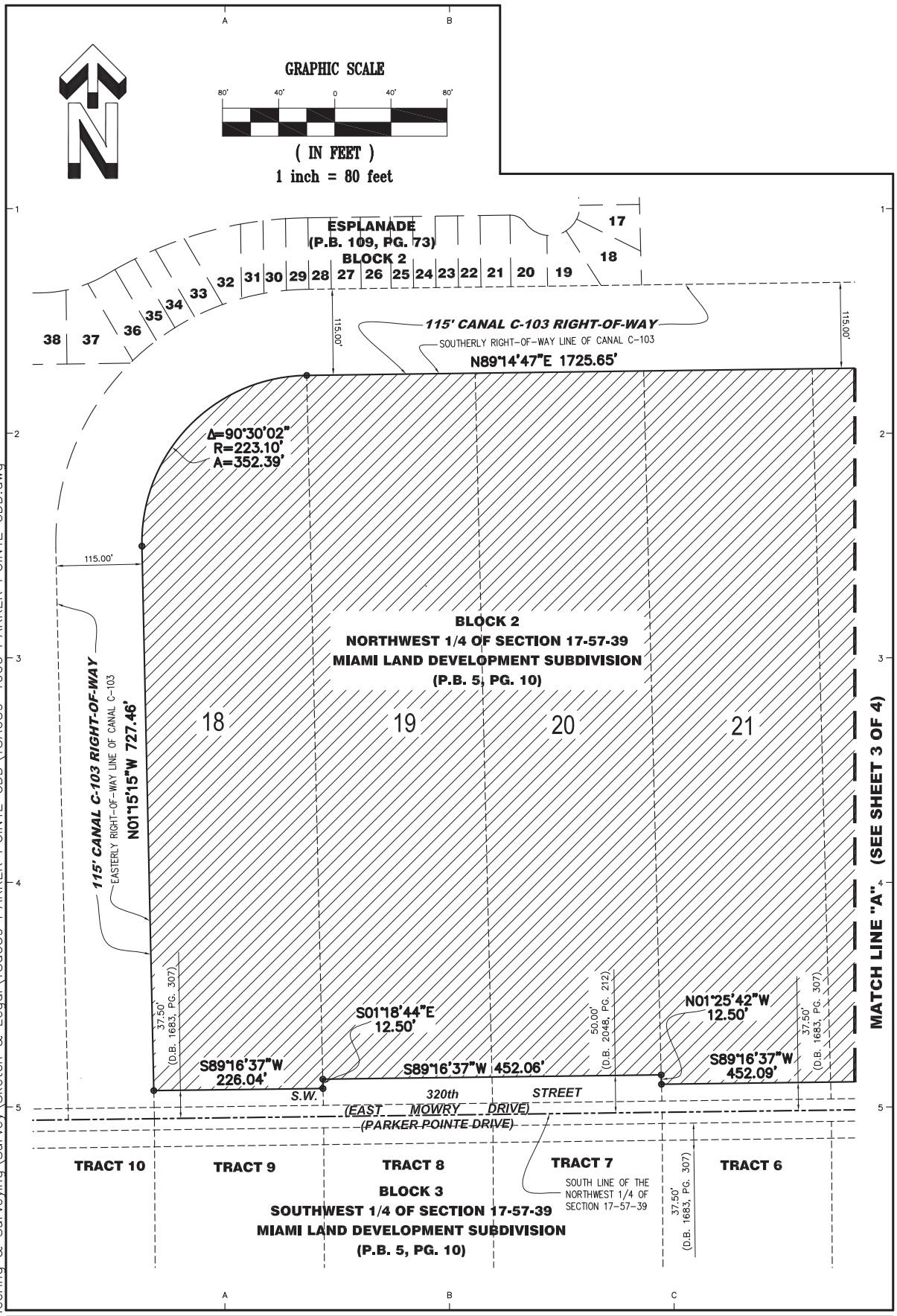

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PARKER POINTE CDD

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FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR:	KOLTER LAND PARTNERS, LLC
DRAWN BY: R.R.	DATE: 01-27-2022
DWG. CHECKED BY:	SCALE: AS SHOWN
	PROJECT No: 18A059-1000
SHEET:	4 OF 4 SHEETS

EXHIBIT 3

This instrument was prepared by and
upon recording should be returned to:

KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[*Proposed Parker Pointe Community Development District*]

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be binding upon the owner and its successors and assigns as to the Property or portions thereof for the entirety of such three year term.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[*Proposed Parker Pointe Community Development District*]

Executed this 21st day of January, 2022.

Witnessed:

SK PARKER POINTE LLC
LANDOWNER

David Anthony Lopez
Print Name: David Anthony Lopez

BY: James P. Harvey
ITS: Authorized Signatory

Erin Barrett
Print Name: Erin Barrett

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21st day of January, 2022, by James P. Harvey, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

DAVID ANTHONY LOPEZ
Notary Public - State of Florida
Commission # GG 939509
My Comm. Expires Dec 12, 2023
Bonded through National Notary Assn.

David Anthony Lopez
NOTARY PUBLIC, STATE OF FLORIDA

Name: ~~Bryon T. LoPreste~~ David Anthony Lopez
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Legal Description

Exhibit A:
Legal Description

TRACTS 18 THROUGH 26, INCLUSIVE, BLOCK 2 IN SECTION 17, TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF "MIAMI LAND & DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LESS CANAL C-103 RIGHT-OF-WAY AND LESS PARKER POINTE DRIVE AND FARM LIFE SCHOOL ROAD RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 17; THENCE S89°16'37"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 100.02 FEET; THENCE N01°46'32"W, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 804.11 FEET; THENCE S01°32'39"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.09 FEET; THENCE N01°25'42"W FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.06 FEET; THENCE S01°18'44"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 226.04 FEET; THE NEXT THREE (3) COURSES AND DISTANCE BEING ALONG THE EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINES OF CANAL C-103; 1) THENCE N01°15'15"W FOR A DISTANCE OF 727.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 223.10 FEET, THOUGHT A CENTRAL ANGLE OF 90°30'02" FOR AN ARC DISTANCE OF 352.39 FEET TO A POINT OF TANGENCY; 3) THENCE N89°14'47"E FOR A DISTANCE OF 1725.65 FEET; THENCE S01°46'32"E, ALONG A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 192.85 FEET; THENCE S02°59'17"W FOR A DISTANCE OF 301.04 FEET; THENCE S01°46'32"E, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 448.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,821,296 SQUARE FEET AND/OR 41.81 ACRES MORE OR LESS

JOINDER AND CONSENT BY MORTGAGE

The undersigned D.R. HORTON, INC., the Mortgagee under that certain mortgage from SK PARKER POINTE LLC, dated the 15th day of December, 2021, and recorded in Official Records Book 32924, Page 4758, in the original amount of THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($3,700,000.00) covering all or a portion of the property described in the foregoing agreement, does hereby join in and consent to the terms of this Declaration and agrees that the same shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 30 day of March, 2023.

Witnesses:

By: Horacio Gonzalez

By: Karl Albertson

Buyer(s)/ Mortgagee

D.R. HORTON, INC.

By: Rafael J. Roca

Its: Vice President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of March, 2023, by Rafael Roca as Vice President of DR Horton, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Robert McLaren - Broward county
NOTARY PUBLIC, STATE OF Florid

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

ROBERT MCLAREN
MY COMMISSION EXPIRES OCTOBER 23, 2023
#GG 925490
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

JOINDER AND CONSENT BY MORTGAGEE

The undersigned CIBC BANK USA, the Mortgagee under that certain mortgage from SK PARKER POINTE LLC, dated the 15th day of December, 2021, and recorded in Official Records Book 32924, Page 4726, in the original amount of SEVENTEEN MILLION SEVEN HUNDRED THOUSAND Dollars ($17,700,000.00) covering all or a portion of the property described in the foregoing agreement, does hereby join in and consent to the terms of this Declaration and agrees that the same shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 14 day of December, 2022.

Witnesses:

Signature

RACHEL RUSSELL
Print Name

Signature

Xavier Arcentales
Print Name

Mortgagee:

CIBC BANK USA, an Illinois state chartered bank

By:
Print Name: Jeffrey I. Shulman
Its: Managing Director

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me by JEFFREY I SHULMAN, the MANAGING DIRECTOR of CIBC BANK USA, a ILLINOIS banking corporation, on behalf of the corporation. He/She is personally known to me or has produced FL DR. LICENSE, as identification.

Elizabeth J. Fawcett
NOTARY PUBLIC, State of ~~Florida~~ N.C.
Print Name: ELIZABETH FAWCETT
Commission No.:
Commission Expires: OCT. 20, 2024

ELIZABETH J FAWCETT
Notary Public, North Carolina
Union County
My Commission Expires
October 20, 2024

ELIZABETH J FAWCETT
Notary Public, North Carolina
Union County
My Commission Expires
October 20, 2024

EXHIBIT 4

FORD ENGINEER, INC.
19370 N.W. 34th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 477-2094

ANY REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THESE PLANS, WITHOUT THE EXPRESS WRITTEN CONSENT OF FORD ENGINEER, INC. IS STRICTLY PROHIBITED. IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS ITEM IN ANY WAY. IF THIS ITEM IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

RECORD OF REVISION			
NO.	DATE	DESCRIPTION	BY APP.

MOWRY ESTATES

TYPE OF PROJECT: WATER AND SEWER MASTER PLAN

CLIENT: D.R. HORTON AMERICA'S BUILDER

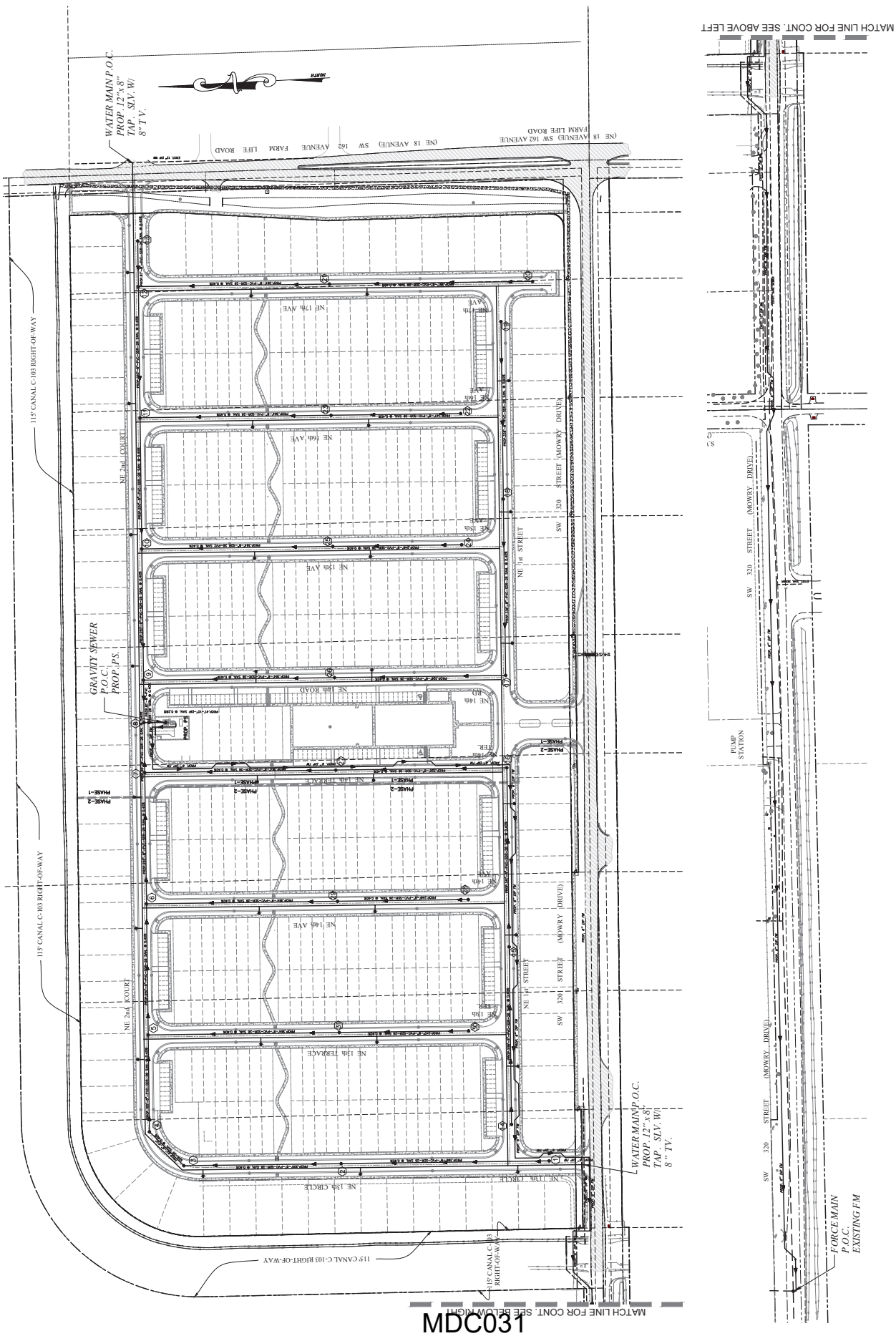
CLIENT ADDRESS: 6123 LYONS ROAD, SUITE 100, COCONUT CREEK, FLORIDA 33073

PROJ. LOC.: SECTION 17, TOWNSHIP 56 SOUTH, RANGE 39 EAST, CITY OF HOMESTEAD, MIAMI DADE COUNTY, FLORIDA

SEPTEMBER 28, 2021

This item has been digitally signed and sealed by MICHAEL J. HERNANDEZ, PE on the date adjacent to the seal. Printed copies of this item are not considered signed and sealed and the signature must be verified on any electronic copies.

CERT. OF AUTHORIZATION No. 4681
SCALE: 1" = 80'
DESIGN BY: C. VAZQUEZ
DRAWN BY: C. VAZQUEZ
CHECKED BY: M. HERNANDEZ
DATE: 09-13-21
PROJECT No.: 20-011
SHEET: SKETCH



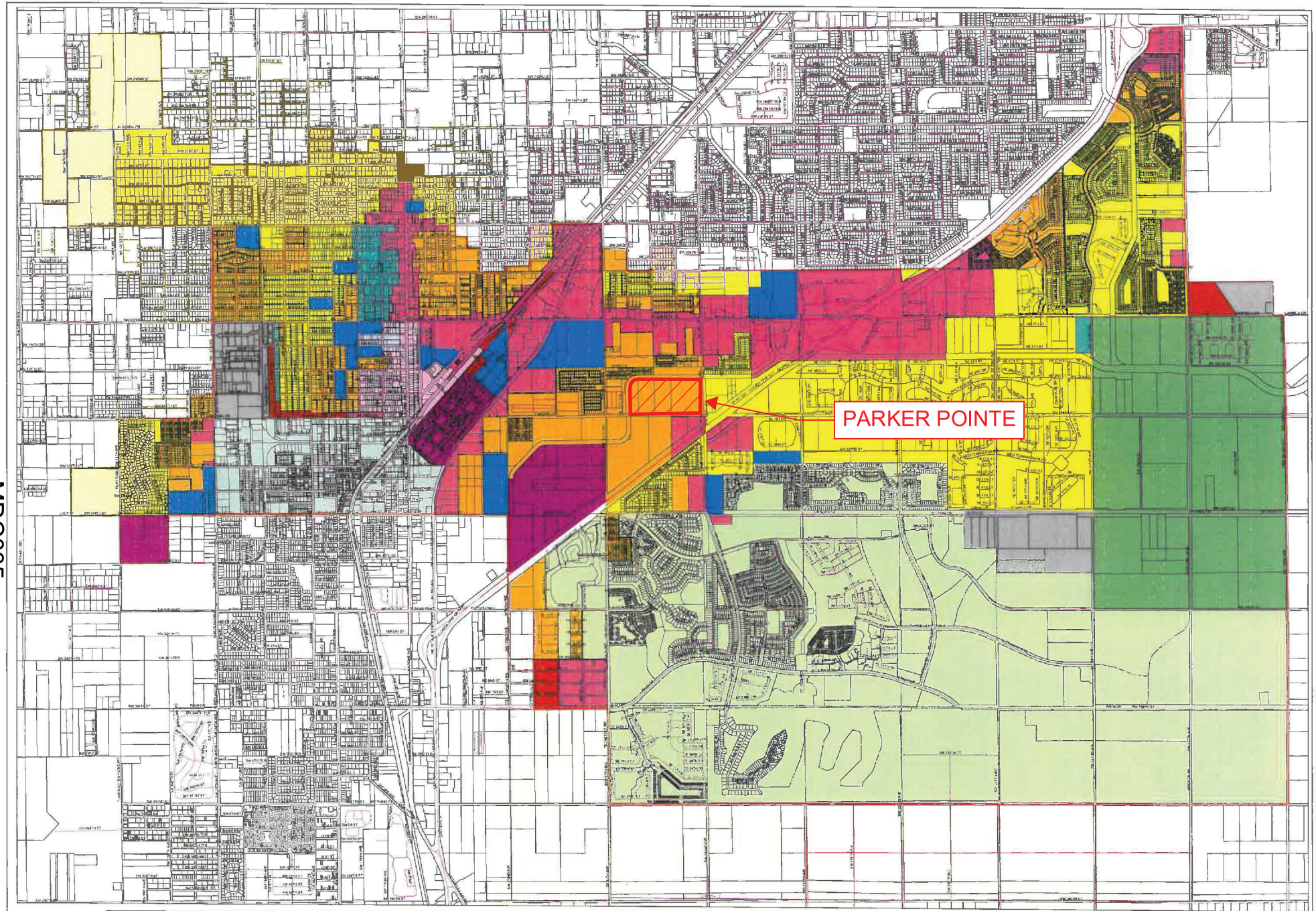
O:\18-035 MOWRY ESTATES\DEMA QUANTITIES and SKETCH\MOWRY CIVIL 3D SEWER POC SKETCH V1.dwg, Drawn by: CARLOSV, Jan 24, 2022 - 2:13pm

EXHIBIT 5

PARKER POINTE PROPOSED FACILITIES & ESTIMATED COSTS CHART				
Improvement	**Estimated Cost**	**Construction Entity**	**Final Owner**	**Maintenance Entity**
Stormwater Management System	$ 988,821.00	CDD	CDD	CDD
Roadways	$ 4,114,470.00	CDD	CDD	CDD
Water & Wastewater Systems	$ 3,478,250.00	CDD	Miami-Dade WASD	Miami-Dade WASD
Undergrounding of Conduit	$ 365,500.00	CDD	Utility	Utility
Hardscaping, Landscape, Irrigation	$ 900,000.00	CDD	CDD	CDD
Offsite Improvements	$ 375,000.00	CDD	City / County	City / County
Professional Services	$ 450,000.00	N/A	N/A	N/A
10% Contingency	$ 1,067,204.10	N/A	N/A	N/A
TOTAL	$ 11,739,245.10			

EXHIBIT 6

MDC035



Property
CityBoundary
2005udb
2015eab
Canals
CityRoads
Turnpike
PUN-Planned Urban Neighborhood
AU-Agriculture
DMU-Downtown Mixed Use
ED-Estate Density
HCU-Heavy Commercial Use
IU-Industrial Use
ISU-Institutional Use
LCU-Ligtht Commercial Use
PMU-Professional Mixed Use
NMU-Neighborhood Mixed Use
PRAC_Planned Regional Activity Center
LRU-Low Density Residential Use
MRU-Medium Density Residential Use
TMU-Technology Mixed Use

Future Land Use Map (FLUM) 2030

Exhibit 1

"(1) Copyright 2005 Miami-Dade County," and, (2) No express or implied warranties including, but not limited to the implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, are made. The materials set forth herein are provided "as is" and may contain inaccuracies and Users is warned to utilize the materials herein at User's own risk and to verify the materials' accuracy, safety, etc. All copies of this map must contain this disclaimer.

These maps are not for official use. For verification of the zoning or land use on a property please contact the development services department.

0 0.15 0.3 0.6 0.9 1.2 Miles

N

EXHIBIT 7

PARKER POINTE
COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

February 10, 2022

Prepared by

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
(561) 630-4922

MDC037

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Parker Pointe Community Development District ("District"). The District comprises approximately 41.81 acres of land located in the incorporated area of the City of Homestead (the "City") in Miami-Dade County, Florida (the "County"). The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), F.S. (governing District establishment) as follows:

> "That the process of establishing such a district pursuant to uniform general law 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)."

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 improvements, roadway improvements, water & wastewater systems, undergrounding of conduit, hardscaping, landscape, irrigation, amenities, conservation areas, offsite improvements. The District plans to finance these improvements by issuing bonds secured by, among other things, proceeds of non-ad valorem special assessments levied on land within the District that will specially benefit from the improvements all as discussed more fully below.

1.2 Overview of Parker Pointe Community Development District

The District is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a master-planned development containing approximately 41.81 acres within the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (2022), 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 by Section 120.52, F.S. 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) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

"Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2) (a), Florida Statutes."

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 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 the 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 adverse triggers referenced in Section 120.541(2)(a), Florida Statutes. The basis for this determination is that this Petition to establish/create the District is for the sole purpose of providing public

infrastructure for the Project, which has already been vetted by the City and County during the review process and subsequently approved by the City and/or County Commission. Additional support of 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.

The District serves land that comprises a 41.81 acre residential development to be made up of an estimated 371 residential dwelling units (274 townhome units and 97 single-family units). The estimated population of the District is 1,113 (3 per household). The property owners in the District will be individuals that may operate industrial, manufacturing and other retail and non-retail related businesses outside the boundaries of the District.

4.0 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.

There is no state agency promulgating any rule relating to this project that is anticipated to affect state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Rule

Because the results of adopting the ordinance is establishment of a local special-purpose government, there will be no enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 2,500 acres, therefore, the County is the establishing entity under Section 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, F.S., the District must pay an annual fee to the State of Florida Department of Economic Development, which offsets such costs.

Miami-Dade County and the City of Homestead

This petition to establish the District will require the City and County to review the petition and its supporting exhibits. In addition, the City and County will hold public hearings to discuss the petition and to take public input. These activities will absorb City and County staff time and time of the City and County Commissions. However, the costs of these activities are very modest at most for a number of reasons. First, review of the petition to establish the District does not include analysis of the Project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the City and County already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital costs required to review the petition. Finally, the City and County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to establish a community development district.

The annual costs to the City and County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District. However, the Petitioner has included a payment of $15,000 to offset any expenses the County may incur in the processing of this Petition, or in the monitoring of this District.

4.2 Impact on State or Local Revenues

Adoption of the proposed rule will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and 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 units of local government. In accordance with 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 1** below. It is anticipated that the District will fund, own, operate and maintain the stormwater management improvements, roadway improvements, hardscaping, landscaping and irrigation. The District will also fund the water distribution system and the wastewater collection system all of which will be owned by the County (WASD) and maintained by the County (WASD).

Table 1

PROPOSED FACILITIES AND SERVICES

Improvement	Construction Entity	Final Owner	Maintenance Entity
Stormwater Management Improvements	CDD	CDD	CDD
Roadway Improvements	CDD	CDD	CDD
Water & Wastewater Systems	CDD	WASD	WASD
Undergrounding of Conduit	CDD	UTILITY	UTILITY
Hardscaping, Landscape, Irrigation	CDD	CDD	CDD
Amenities	Developer	HOA	HOA
Conservation Areas	Existing	CDD	CDD
Offsite Improvements	CDD	City / County	City / County

CDD = Community Development District
HOA = Homeowners Association
WASD = Miami-Dade Water and Sewer Department
UTILITY = Corresponding Utility

The Petitioner has estimated the costs for providing the capital facilities (the "Facilities") outlined above in **Table 1,** and such costs are shown herein below on **Table 2**. Total costs for those Facilities, which may be provided, are estimated to be approximately $11,739,245. The District may issue Bonds to fund all of the costs or a portion of the costs of these Facilities located in the District. The proposed Bonds would be repaid through non-ad valorem assessments levied on all lands in the District that may benefit from the District's Infrastructure and related services as outlined on **Table 2** below. **Table 3** below provides an approximate timetable for commencement and completion of the Facilities.

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 Bond issuance. In addition to the levy of non-ad valorem assessments for debt service (principal and interest payments), 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 below in **Table 2** 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 or required. Therefore, these costs are not in addition to normal development costs. Instead, the proposed 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 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/builders from marking up the prices of their product(s) 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 property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments and District's costs in tradeoff for the benefits, facilities and services that the District provides.

A Community Development District ("CDD" and/or "District") provides property owners with the option of having higher levels of facilities and services financed through self-imposed assessments. The District is an alternative means to manage necessary development services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a property association, County provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that owners of the lands to be included within the CDD will receive three (3) major classes of benefits.

First, landowners in the CDD will receive a higher long-term sustained level of public services and amenities sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting, to determine the type, quality and expense of District services they receive, provided they meet the County's overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative management mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

Table 2

ESTIMATED COST OF DISTRICT IMPROVEMENTS

Facility/Improvement	Estimated Cost
Stormwater Management System	$ 988,821.00
Roadway Improvements	$ 4,114,470.00
Water & Wastewater Systems	$ 3,478,250.00
Undergrounding of Conduit	$ 365,500.00
Hardscaping, Landscape, Irrigation	$ 900,000.00
Offsite Improvements	$ 375,000.00
Professional Services	$ 450,000.00
10% Contingency	$ 1,067,204.10
TOTAL	**$ 11,739,245.10**

Table 3

TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

FACILITY/IMPROVEMENT FOR PHASE 1	Start Date	Complete Date
Roadway Improvements	May-22	May-23
Stormwater Management Improvements	May-22	May-23
Water Distribution System	May-22	May-23
Wastewater Collection System	May-22	May-23

FACILITY/IMPROVEMENT FOR PHASE 2	Start Date	Complete Date
Roadway Improvements	Feb-23	Feb-24
Stormwater Management Improvements	Feb-23	Feb-24
Water Distribution System	Feb-23	Feb-24
Wastewater Collection System	Feb-23	Feb-24

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 by Section 120.52, F.S.

Approval of the District will have positive impacts on small business as defined in Section 288.703 (1), F. S. These positive impacts will result because the additional population in the District will require goods and services from small businesses. These services can be provided by the small businesses that currently serve the general area. Additional opportunities will also be created for new businesses to be formed or relocate to the area. No negative impacts have been identified for small businesses as defined.

The City has an estimated population in 2020 that is greater than 10,000; therefore the City is not defined as a *"small"* City according to Section 120.52, F.S, and there will accordingly be no impact on a small City because of the formation of the District.

The County has an estimated population in 2020 that is greater than 10,000; therefore the County is not defined as a *"small" County* according to Section 120.52, F.S, and there will accordingly be no impact on a small County because of the formation of the District.

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 the Petitioner's Engineer and other professionals associated with the Petitioner.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTES CITE	DUE DATE
Annual Financial Audit	218.39 & 11.45	within 45 days of audit completion, but no later than 9 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; if no audit required, by 6/30
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial Interest	112.3145	within 30 days of accepting specified appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when bonds are issued
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008 & 189.016	on or before June 15 [sixty (60) days prior to adoption of final budget]
Final Budget	190.008	prior to October 1 of each year
Amended Budget	189.016(6)	annually by 11/30
Public Depositor Report	280.17	annually by 11/30
Web-Based Public Access	189.069	effective 10/1/2015 in accordance with 189.016

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, **SK PARKER POINTE LLC,** with regard to any and all matters pertaining to the Petition to the Board of County Commissioners of Miami-Dade County, Florida, to Establish the Parker Pointe Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1*), Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:

Print Name: Alyssa Livingstone

Print Name: Greg Meath

SK PARKER POINTE LLC
PETITIONER

By: JAMES P. HARVEY

Its: AUTHORIZED SIGNATORY

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of February, 2023, by James P. Harvey, as Authorized Signatory of SK Parker Pointe LLC, on its behalf. He [✓] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

Alyssa Livingstone
Comm.: HH 180367
Expires: Sept. 29, 2025
Notary Public - State of Florida

EXHIBIT 9

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2022-10-111

A RESOLUTION OF THE CITY OF HOMESTEAD, FLORIDA, **EXPRESSING SUPPORT FOR THE ESTABLISHMENT OF THE PARKER POINTE COMMUNITY DEVELOPMENT DISTRICT (CDD), AGGREGATELY ENCOMPASSING APPROXIMATELY 41.81 ACRES, MORE OR LESS, HAVING EXTERNAL BOUNDARIES AS DEPICTED AND LEGALLY DESCRIBED IN EXHIBIT "A;" APPROVING SUCH ACTION BY MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS;** PROVIDING FOR TRANSMITTAL BY THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, SK Parker Pointe, LLC, plans to petition Miami-Dade County to consider the adoption of an ordinance to establish the Parker Pointe Community Development District ("CDD"), pursuant to Chapter 190, Florida Statutes; Article VIII, Section 6(1) of the Florida Constitution; and the Dade County Home Rule Charter, for the lands described in Exhibit "A;" and

WHEREAS, Miami-Dade County has indicated that it will not approve a CDD without the support of the City when all of the lands of the CDD are located within the City boundaries; and

WHEREAS, the City Council finds that the proposed CDD will constitute a timely, efficient, effective, responsive and economic method of delivering community development services in the area, without overburdening the City's taxpayers; and

WHEREAS, the City Council finds that it is in the best interest of the community and its residents to support the establishment of the CDD as a reasonable alternative to

the financing, construction, delivery and long-term operation, management, and ongoing maintenance of basic infrastructure servicing the proposed residential development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA:

Section 1. **Recitals Adopted**. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. **Approval**. In accordance with County Code Section 18-2, the City of Homestead, Florida hereby expresses its support for the creation of the Keys Lake Community Development District, comprising of 41.81 acres, more or less, having external boundaries as depicted and legally described in Exhibit "A," attached hereto and incorporated herein, for consideration by Miami-Dade County.

Section 3. **Transmittal by City Clerk**. The City Clerk is hereby directed to provide a certified copy of this Resolution to the Miami-Dade County Board of County Commissioners.

Section 4. **Effective Date**. That this resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 19th day of October, 2022.

STEVEN D. LOSNER,
Mayor

ATTEST:

ELIZABETH SEWELL, MPA, MMC, FCRM
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE CITY ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Moved by:	Vice Mayor Julio Guzman
Seconded by:	Councilman Sean L. Fletcher
Council Vote:	6-1

FINAL VOTE AT ADOPTION

Mayor Steven D. Losner	*YES*
Vice Mayor Julio Guzman	*YES*
Councilwoman Erica G. Ávila	*YES*
Councilwoman Jenifer N. Bailey	*YES*
Councilwoman Patricia D. Fairclough-Staggers	*YES*
Councilman Sean L. Fletcher	*YES*
Councilman Larry Roth	*NO*

CERTIFIED COPY
CITY CLERK
CITY OF HOMESTEAD
DATE: 10/21/22

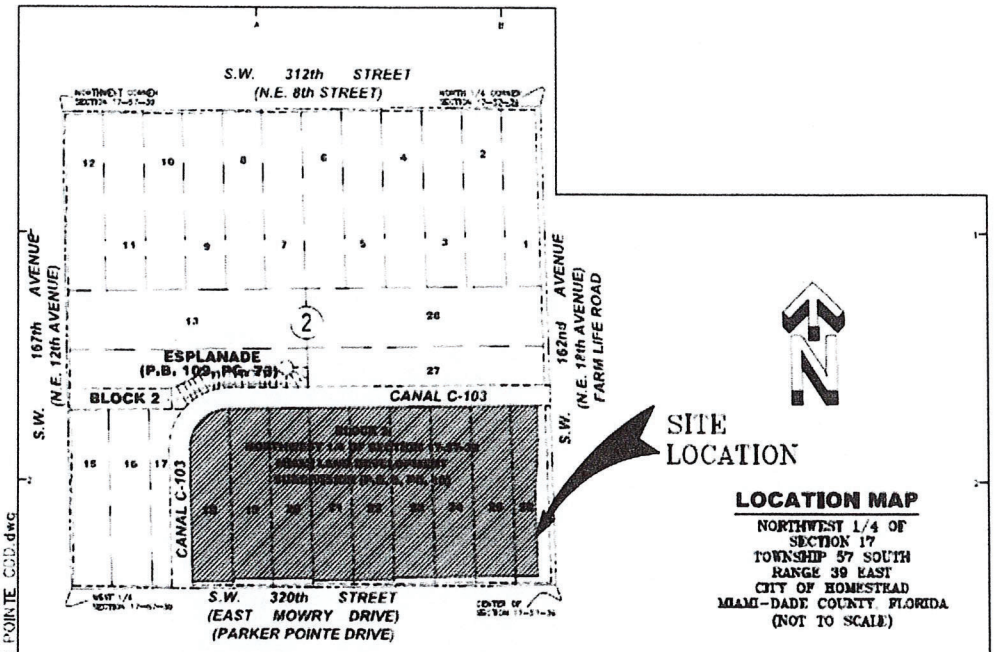
Exhibit "A"

PARKER POINTE CDD BOUNDARY MAP AND LEGAL DESCRIPTION:

TRACTS 18 THROUGH 26, INCLUSIVE, BLOCK 2 IN SECTION 17, TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF "MIAMI LAND & DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LESS CANAL C-103 RIGHT-OF-WAY AND LESS PARKER POINTE DRIVE AND FARM LIFE SCHOOL ROAD RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 17; THENCE S89°16'37"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 100.02 FEET; THENCE N01°46'32"W, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 804.11 FEET; THENCE S01°32'39"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.09 FEET; THENCE N01°25'42"W FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.06 FEET; THENCE S01°18'44"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 226.04 FEET; THE NEXT THREE (3) COURSES AND DISTANCE BEING ALONG THE EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINES OF CANAL C-103; 1) THENCE N01°15'15"W FOR A DISTANCE OF 727.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 223.10 FEET, THOUGHT A CENTRAL ANGLE OF 90°30'02" FOR AN ARC DISTANCE OF 352.39 FEET TO A POINT OF TANGENCY; 3) THENCE N89°14'47"E FOR A DISTANCE OF 1725.65 FEET; THENCE S01°46'32"E, ALONG A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 192.85 FEET; THENCE S02°59'17"W FOR A DISTANCE OF 301.04 FEET; THENCE S01°46'32"E, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 448.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,821,296 SQUARE FEET AND/OR 41.81 ACRES MORE OR LESS.



LOCATION MAP

NORTHWEST 1/4 OF
SECTION 17
TOWNSHIP 57 SOUTH
RANGE 39 EAST
CITY OF HOMESTEAD
MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) North arrow direction and Bearings shown hereon are based on recorded value of S89°16'37"W, along the South Line of the Northwest 1/4 of Section 17, Township 57 South, Range 39 East, City of Homestead, Miami-Dade County, Florida, as shown herein.
3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. 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.
4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of TITLE COMMITMENT will need to be made to determine recorded instruments, if any affecting this property.
5) The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17.051 (Formerly 61G17-6), Florida Administrative Code, and conforms to the Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

Ford, Armenteros & Fernandez, Inc. LB #6557
Date: January 27th, 2022
Revision 1.

By: _____
Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

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PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ INC.
1950 N.W. 94th AVENUE 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME	SURVEYOR NOTES AND LOCATION		
PREPARED FOR	KOLTER LAND PARTNERS, LLC		
DRAWN BY	R.S.	DATE	01-27-2022
CHK. CHECKED BY		SCALE	AS SHOWN
CHECKED BY		PROJECT No.	CAD-3663

SHEET 1 OF 4 SHEETS - Exhibit 3

LEGAL DESCRIPTION:

TRACTS 18 THROUGH 26, INCLUSIVE, BLOCK 2 IN SECTION 17, TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF "MIAMI LAND & DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA LESS CANAL C-103 RIGHT-OF-WAY AND LESS PARKER POINTE DRIVE AND FARM LIFE SCHOOL ROAD RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 17; THENCE S89°16'37"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 100.02 FEET; THENCE N01°46'32"W, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 804.11 FEET; THENCE S01°32'39"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.09 FEET; THENCE N01°25'42"W FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.06 FEET; THENCE S01°18'44"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 226.04 FEET; THE NEXT THREE (3) COURSES AND DISTANCE BEING ALONG THE EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINES OF CANAL C-103; 1) THENCE N01°15'15"W FOR A DISTANCE OF 727.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 223.10 FEET, THOUGHT A CENTRAL ANGLE OF 90°30'02" FOR AN ARC DISTANCE OF 352.39 FEET TO A POINT OF TANGENCY; 3) THENCE N89°14'47"E FOR A DISTANCE OF 1725.65 FEET; THENCE S01°46'32"E, ALONG A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 192.85 FEET; THENCE S02°59'17"W FOR A DISTANCE OF 301.04 FEET; THENCE S01°46'32"E, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 448.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,821,296 SQUARE FEET AND/OR 41.81 ACRES MORE OR LESS

LEGEND/ABBREVIATION

P.B. - PLAT BOOK
PG. - PAGE
P.O.B - POINT OF BEGINNING
℄ - CENTERLINE

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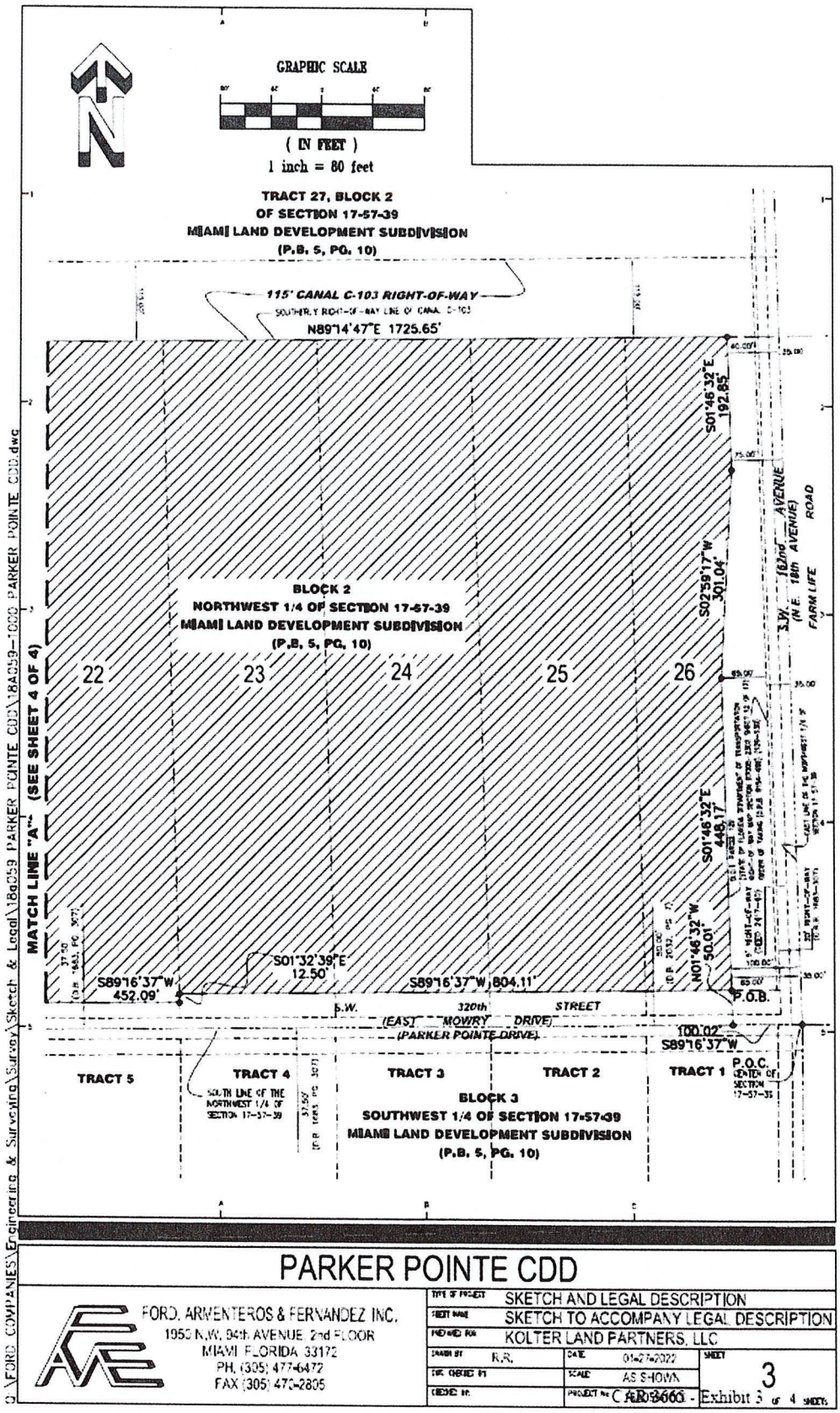
PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ INC.
1950 N.W. 94th AVENUE 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR	KOLTER LAND PARTNERS, LLC		
DRAWN BY	R.R.	DATE	01-27-2022
FOR CHECKED BY		SCALE	N/A
CHECKED BY		PROJECT No.	CAD3665
SHEET	2		

Exhibit 3 of 4 sheets



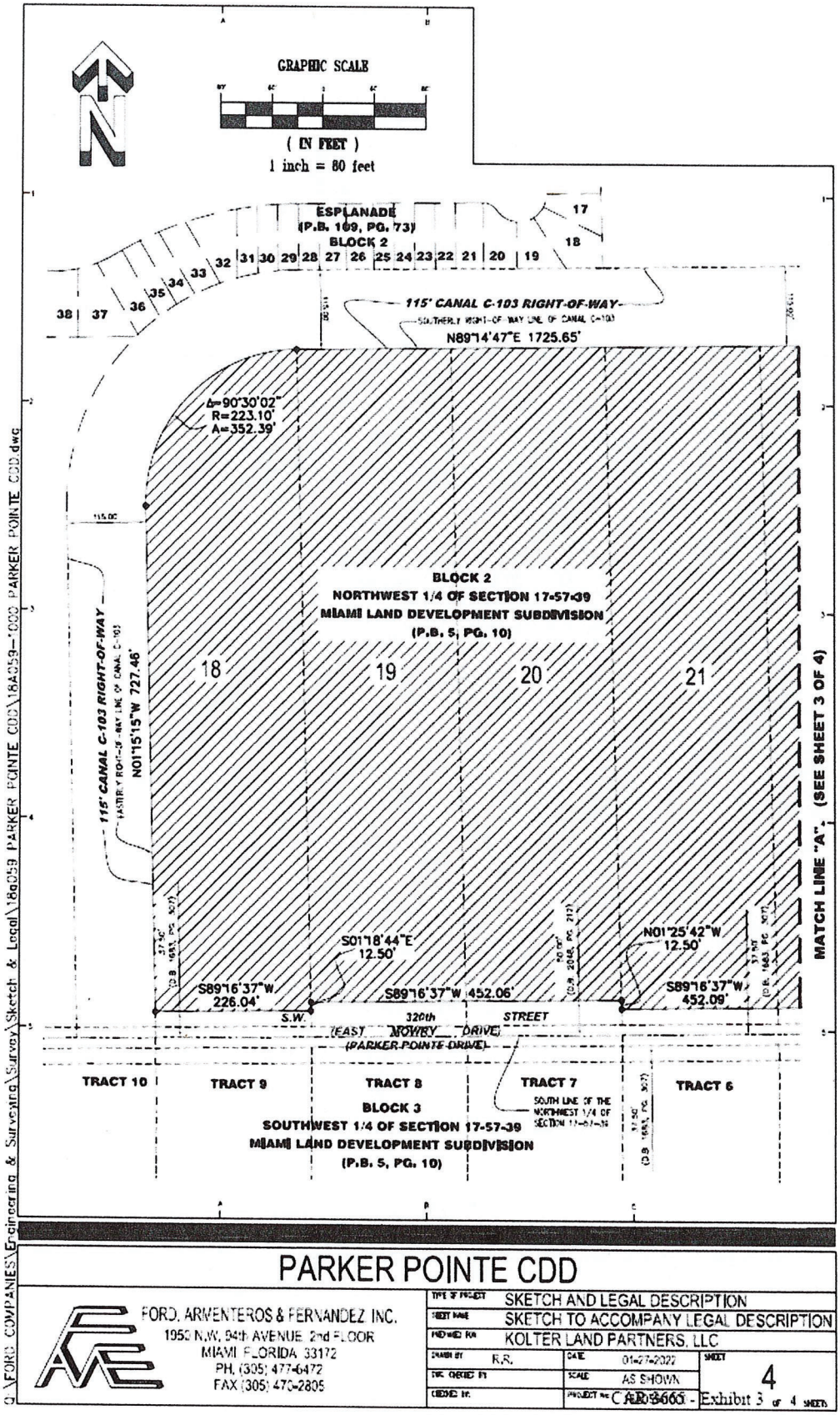
PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION
SHEET NAME	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR	KOLTER LAND PARTNERS, LLC
DRAWN BY: R.R.	DATE: 01-27-2022
SURVEYOR'S CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No.: CAD-3660

SHEET 3

Exhibit 3 of 4 SHEETS



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PARKER POINTE CDD

FORD, ARVENTEROS & FERNANDEZ INC.
1950 N.W. 94th AVENUE 2nd FLOOR
MIAMI FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION
SHEET NAME	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR	KOLTER LAND PARTNERS, LLC
DRAWN BY: R.R.	DATE: 01-27-2022
PRF. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 18-3665

SHEET 4

Exhibit 3 of 4 SHEETS

EXHIBIT 10

This instrument was prepared by:	
Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301	
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, SK Parker Pointe LLC, a Delaware limited liability company (the "**Owner**") holds the fee simple title to the land described in the attached Exhibit A (the **"**Property"), located in the City of Homestead, Florida ("City") and Miami-Dade County, Florida (the "County"); and

WHEREAS, the Owner desires to provide certain covenants to the County in support of a petition (the "**Petition**") for the establishment of the Parker Pointe Community Development District (the "**District**") filed _____, and approved by the Board of County Commissioners, pursuant to Ordinance _____, adopted on _____ (the "**Establishment 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 Owner 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 Initial 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 $46,500.00 FOR A TOWNHOME UNIT AND $55,500.00 FOR A SINGLE-FAMILY UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $26,803.00 FOR A TOWNHOME UNIT AND $31,990.00 FOR A SINGLE-FAMILY UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,550.00 FOR A TOWNHOME UNIT AND $1,850.00 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 $46,500.00 FOR A TOWNHOME UNIT AND $55,500.00 FOR A SINGLE-FAMILY UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $26,803.00 FOR A TOWNHOME UNIT AND $31,990.00 FOR A SINGLE-FAMILY UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,550.00 FOR A TOWNHOME UNIT AND $1,850.00 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. PROSPECTIVE 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, PROSPECTIVE INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PROSPECTIVE 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 (3) fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract Notice; 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 the

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 $46,500.00 FOR A TOWNHOME UNIT AND $55,500.00 FOR A SINGLE-FAMILY UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $26,803.00 FOR A TOWNHOME UNIT AND $31,990.00 FOR A SINGLE-FAMILY UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,550.00 FOR A TOWNHOME UNIT AND $1,850.00 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 (3) 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 (iii) 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 Assessments 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:

PARKER POINTE COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE PARKER POINTE 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, OPERATIONS, 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 PARKER POINTE COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN PARKER POINTE. A PURCHASER OF PROPERTY IN PARKER POINTE 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 PARKER POINTE 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 PARKER POINTE 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.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 24th day of February, 2023.

OWNER:

SK PARKER POINTE LLC a Delaware limited liability company

By: _____
Name: James P. Harvey
Title: Authorized Signatory

STATE OF Florida
COUNTY OF Hillsborough

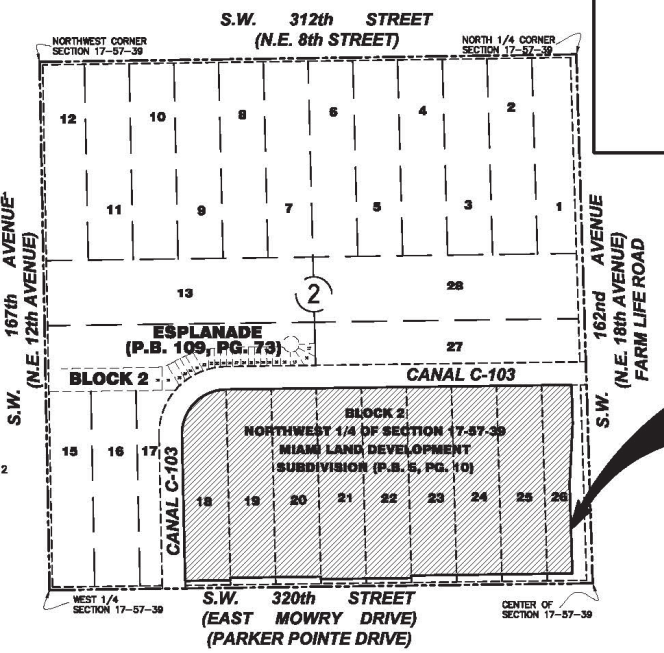
The foregoing instrument was acknowledged before me [✓] by means of physical presence or [ ] online notarization, this 24th day of February, 2023, by James P. Harvey, as Authorized Signatory of SK PARKER POINTE LLC, a Delaware limited liability company. He is personally known to me [✓] or produced _____ as identification.

_____
Notary Public, State of Florida at Large
Print Name: Alyssa Livingstone
My commission expires: Sept 29 2025

Alyssa Livingstone
Comm.:HH 180367
Expires: Sept. 29, 2025
Notary Public - State of Florida

Exhibit A

LEGAL DESCRIPTION



SITE LOCATION

LOCATION MAP

NORTHWEST 1/4 OF
SECTION 17
TOWNSHIP 57 SOUTH
RANGE 39 EAST
CITY OF HOMESTEAD
MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) North arrow direction and Bearings shown hereon are based on recorded value of S89°16'37"W, along the South Line of the Northwest 1/4 of Section 17, Township 57 South, Range 39 East, City of Homestead, Miami-Dade County, Florida, as shown herein.
3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. 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.
4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of TITLE COMMITMENT will need to be made to determine recorded instruments, if any affecting this property.
5) The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17.051 (Formerly 61G17-6), Florida Administrative Code, and conforms to the Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

Ford, Armenteros & Fernandez, Inc. LB #6557
Date: January 27th, 2022
Revision 1:

RICARDO RODRIGUEZ LICENSE No. 5936 STATE OF FLORIDA Professional Surveyor & Mapper

Digitally signed by Ricardo Rodriguez
Date: 2022.01.27 10:41:18 -05'00'

By: _____
Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

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PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	SURVEYOR NOTES AND LOCATION		
PREPARED FOR:	KOLTER LAND PARTNERS, LLC		
DRAWN BY: R.R.	DATE: 01-27-2022	SHEET: 1 OF 4 SHEETS	
DWG. CHECKED BY:	SCALE: AS SHOWN		
CHECKED BY:	PROJECT No: 18A059-1000		

LEGAL DESCRIPTION:

TRACTS 18 THROUGH 26, INCLUSIVE, BLOCK 2 IN SECTION 17, TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF "MIAMI LAND & DEVELOPMENT COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LESS CANAL C-103 RIGHT-OF-WAY AND LESS PARKER POINTE DRIVE AND FARM LIFE SCHOOL ROAD RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 17; THENCE S89°16'37"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 100.02 FEET; THENCE N01°46'32"W, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 804.11 FEET; THENCE S01°32'39"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.09 FEET; THENCE N01°25'42"W FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 452.06 FEET; THENCE S01°18'44"E FOR A DISTANCE OF 12.50 FEET; THENCE S89°16'37"W, ALONG A LINE 37.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 226.04 FEET; THE NEXT THREE (3) COURSES AND DISTANCE BEING ALONG THE EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINES OF CANAL C-103; 1) THENCE N01°15'15"W FOR A DISTANCE OF 727.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; 2) THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 223.10 FEET, THOUGHT A CENTRAL ANGLE OF 90°30'02" FOR AN ARC DISTANCE OF 352.39 FEET TO A POINT OF TANGENCY; 3) THENCE N89°14'47"E FOR A DISTANCE OF 1725.65 FEET; THENCE S01°46'32"E, ALONG A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 192.85 FEET; THENCE S02°59'17"W FOR A DISTANCE OF 301.04 FEET; THENCE S01°46'32"E, ALONG A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 448.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,821,296 SQUARE FEET AND/OR 41.81 ACRES MORE OR LESS

LEGEND/ABBREVIATION

P.B. - PLAT BOOK
PG. - PAGE
P.O.B. - POINT OF BEGINNING
℄ - CENTERLINE

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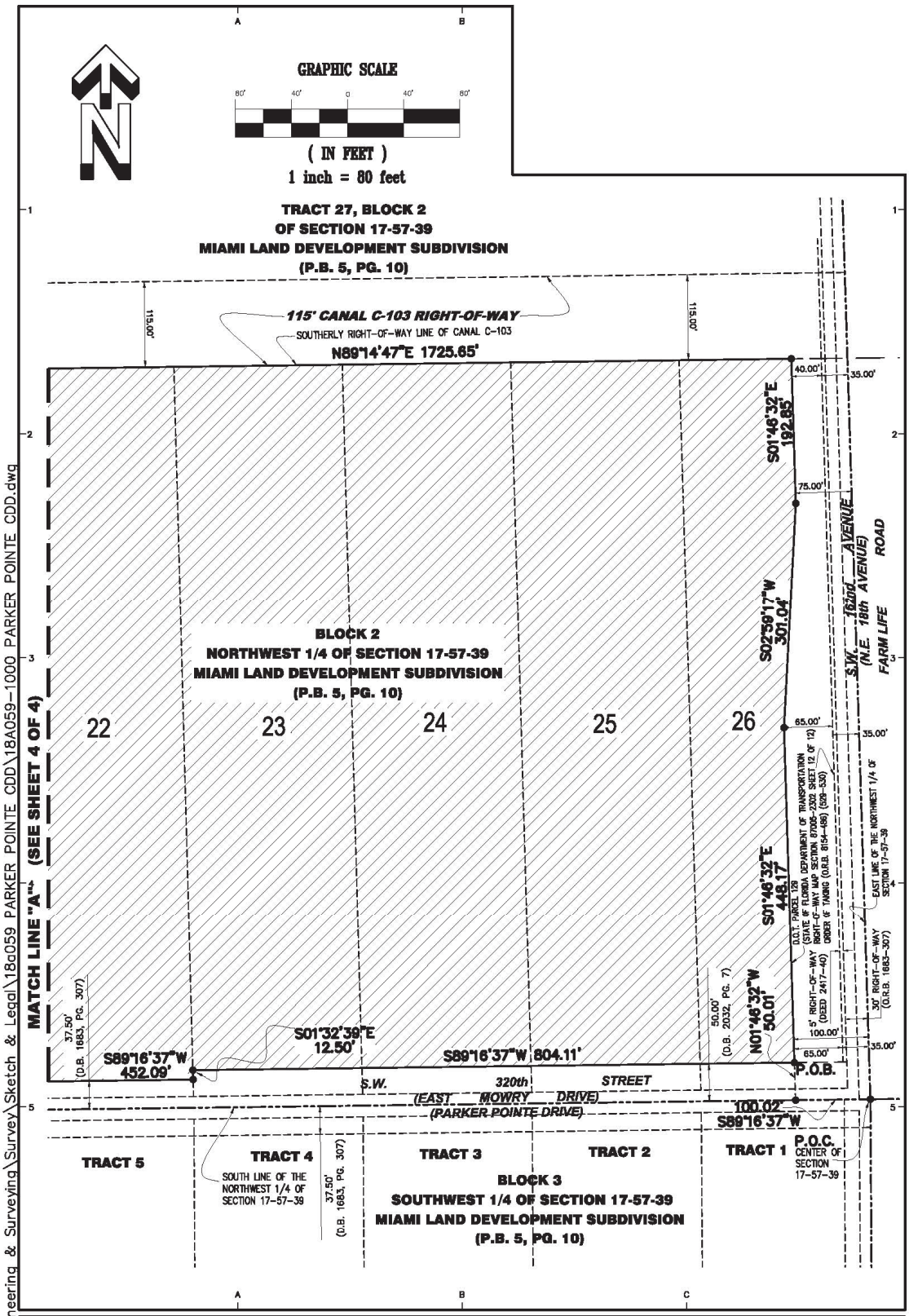
PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR:	KOLTER LAND PARTNERS, LLC		
DRAWN BY: R.R.	DATE: 01-27-2022	SHEET: 2	
DWG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 18A059-1000	OF 4 SHEETS	



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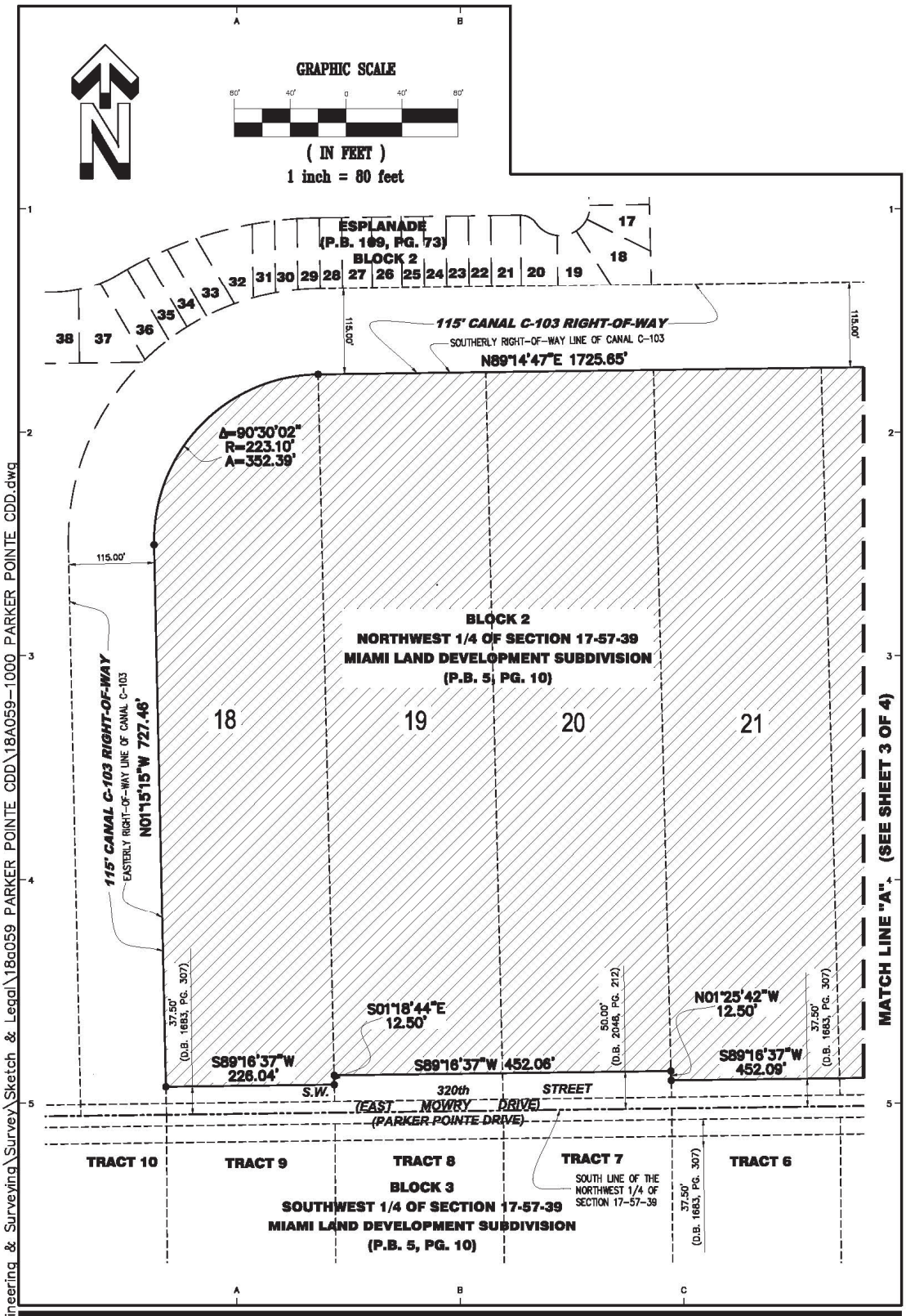
PARKER POINTE CDD

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
PREPARED FOR:	KOLTER LAND PARTNERS, LLC		
DRAWN BY: R.R.	DATE: 01-27-2022	SHEET: 3 OF 4 SHEETS	
DWG. CHECKED BY:	SCALE: AS SHOWN		
CHECKED BY:	PROJECT No: 18A059-1000		



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PARKER POINTE CDD

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MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR:	KOLTER LAND PARTNERS, LLC
DRAWN BY: R.R.	DATE: 01-27-2022
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 18A059-1000
SHEET:	4 OF 4 SHEETS

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 Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhome	$1,550.00	$900.00	$2,450.00
Single Family	$1,850.00	$900.00	$2,750.00

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 Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhome	$25.00	$50.00	$130.00
Single Family	$25.00	$50.00	$155.00

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 Total 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	$26,803.00	$46,500.00
Single-Family	$31,990.00	$55,500.00

_____ _____ PURCHASER'S INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Parker Pointe (the "**Development**") are also located within the boundaries of the Parker Pointe 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 District 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 Assessments 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 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 $1,550.00 for a Townhome Unit and $1,850.00 for a Single-Family unit (approximately $130.00 for a Townhome Unit and $155.00 for a Single-Family unit per month), 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 is approximately $46,500.00 for a Townhome Unit and $55,500.00 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 Unit will be approximately $900.00 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

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Michael Caputo
Timothy Smith
Greg Meath
Candice Smith
Jon Seifel

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

Michael Caputo Kolter Land 105 NE 1st St. Delray Beach, FL 33444	Current Employment: Vice President, Acquisitions Kolter Land	Education: University of North Florida, B.A., in Political Science Nova Southeastern University, M.B.A. Florida Real Estate License
Timothy Smith Kolter Land 105 NE 1st St. Delray Beach, FL 33444	Current Employment: Sr. Land Development Manager Kolter Land	Education: Widener University, B.S. in Civil Engineering
Greg Meath Kolter Land 105 NE 1st St. Delray Beach, FL 33444	Current Employment: Senior Vice President, Development Kolter Land	Education: State University of New York, B.S. in Architecture
Candice Smith Kolter Land 105 NE 1st St. Delray Beach, FL 33444	Current Employment: Land Development Manager Kolter Land	Education: Hodges University, B.S. in Legal Studies Florida Real Estate Broker Community Association Manager
Jon Seifel Kolter Land 105 NE 1st St. Delray Beach, FL 33444	Current Employment: Land Development Manager Kolter Land	Education: Palm Beach Atlantic University. B.S. in Accounting

"EXHIBIT B to the Ordinance"

Legal Description

PARKER POINTE CDD

LEGAL DESCRIPTION:

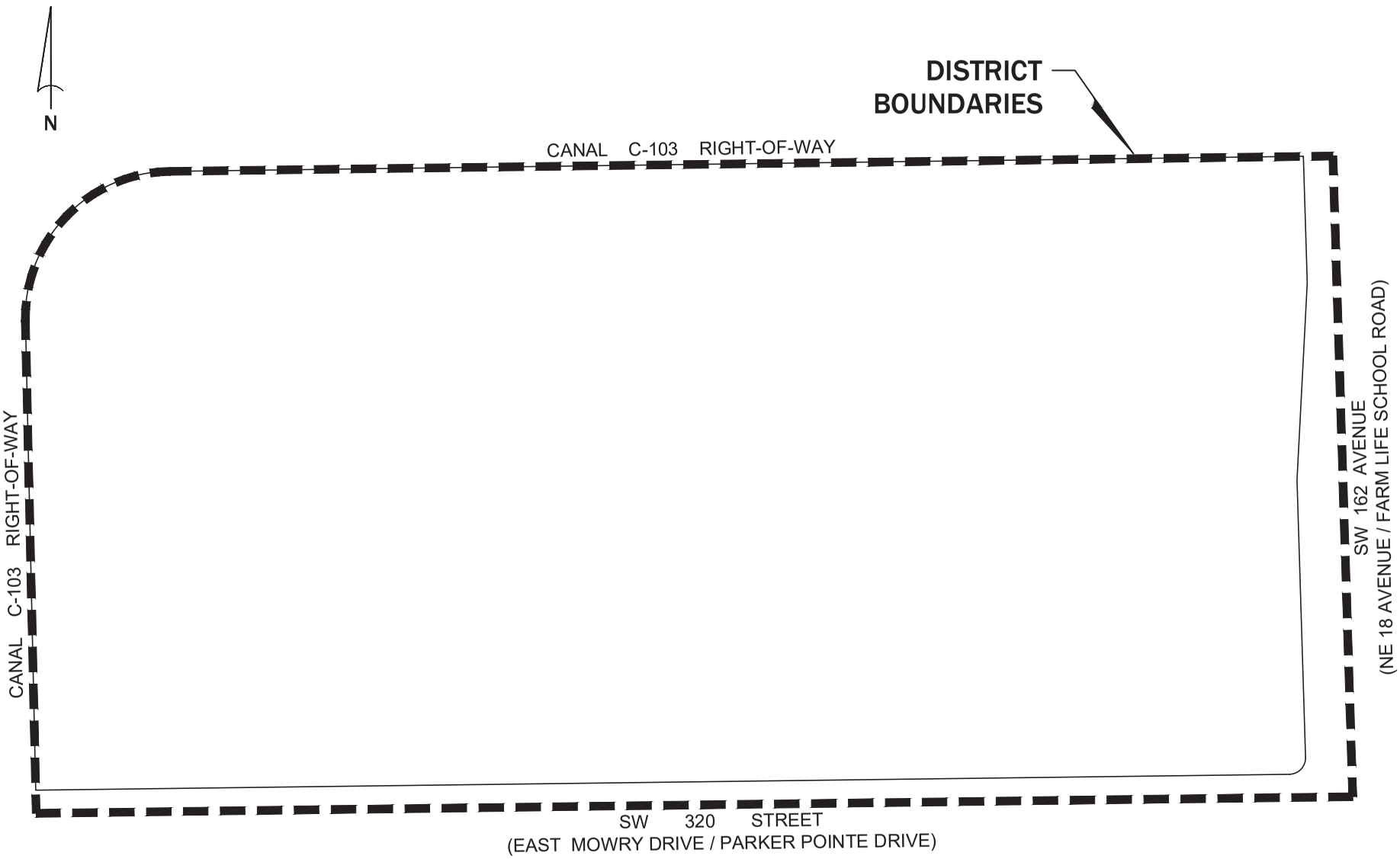
Tracts 18 through 26, inclusive, Block 2 in Section 17, Township 57 South, Range 39 East, of "Miami Land & Development Company Subdivision", according to the Plat thereof, as recorded in Plat Book 5, at Page 10, of the Public Records of Miami-Dade County, Florida; less Canal C-103 Right-of-Way and less Parker Pointe Drive and Farm Life School Road Rights-of-Way; more particularly described as follows:

Commence at the center of said Section 17; thence S89˚16'37"W along the south line of the Northwest ¼ of said Section 17 for a distance of 100.02 feet; thence N01˚46'32"W along a line 100.00 feet west of and parallel with the east line of the Northwest ¼ of said Section 17 for a distance of 50.01 feet to the Point-of-Beginning of the following described parcel of land: thence S89˚16'37"W along a line 50.00 feet north of and parallel with the south line of the Northwest ¼ of said Section 17 for a distance of 804.11 feet; thence S01˚32'39"E for a distance of 12.50 feet; thence S89˚16'37"W along a line 37.50 feet north of and parallel with the south line of the Northwest ¼ of said Section 17 for a distance of 452.09 feet; thence N01˚25'42"W for a distance of 12.50 feet; thence S89˚16'37"W along a line 50.00 feet north of and parallel with the south line of the Northwest ¼ of said Section 17 for a distance of 452.06 feet; thence S01˚18'44"E along a line 12.50 feet; thence S89˚16'37"W along a line 37.50 feet north of and parallel with the south line of the Northwest ¼ of said Section 17 for a distance of 226.04 feet. The next three (3) courses and distances being along the easterly and southerly Right-of-Way lines of Canal C-103: 1) thence N01˚15'15"W for a distance of 727.46 feet to a point of curvature of a circular curve to the right, concaved to the southeast; 2) thence northerly, northeasterly and easterly along the arc of said curve, having for its elements a radius of 223.10 feet, through a central angle of 90˚30'02" for an arc distance of 352.39 feet to a point of tangency; 3) thence N89˚14'47"E for a distance of 1725.65 feet; thence S01˚46'32"E along a line 75.00 feet west of and parallel with the east line of the Northwest ¼ of said Section 17 for a distance of 192.85 feet; thence S02˚59'17"W for a distance of 301.04 feet; thence S01˚46'32"E along a line 100.00 feet west of and parallel with the east line of the Northwest ¼ of said Section 17 for a distance of 448.17 feet to the Point-of-Beginning.

Containing 1,821,296 square feet and/or 41.81 acres, more or less.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch



MDC091

PARKER POINTE

COMMUNITY DEVELOPMENT DISTRICT

(COMM. 0008)
SECTION: 17 - 57 - 39

EXHIBIT "C" TO THE ORDINANCE

(BOUNDARIES & GEOGRAPHICAL LOCATION SKETCH)

4/18/2022