

FOX BRANCH RANCH

**COMMUNITY DEVELOPMENT
DISTRICT**

March 9, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING AGENDA**

Fox Branch Ranch Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 2, 2022

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Board of Supervisors
Fox Branch Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Fox Branch Ranch Community Development District will hold a Regular Meeting on March 9, 2022 at 9:30 A.M., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisor, Chris Tyree (*the following will be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Stormwater Management Need Analysis Proposal
5. Consideration of Resolution 2022-12, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
6. Presentation/Consideration of Bond Financing Related Matter
 - A. Engineer's Report
 - B. Master Special Assessment Methodology Report
 - C. Resolution 2022-13, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to be Paid by Assessments, and the Manner and Timing

in Which the Assessments are to be Paid; Designating the Lands Upon Which the Assessments Shall be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date

- 7. Ratification of Temporary Construction Easement
- 8. Acceptance of Unaudited Financial Statements as of January 31, 2022
- 9. Approval of February 9, 2022 Regular Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Dewberry Engineers, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 13, 2022 at 9:30 A.M.

- QUORUM CHECK

CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
JC NOWOTNY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
COURTNEY POTTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

Sincerely,

Cindy Carbone

Cindy Carbone
 District Manager

FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

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FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-12

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Fox Branch Ranch Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at _____ and within Polk County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2022.

ATTEST:

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**FOX BRANCH
RANCH**

COMMUNITY DEVELOPMENT DISTRICT

6A

REFERENCE NO. 50138737

FOX BRANCH RANCH
COMMUNITY DEVELOPMENT
DISTRICT ENGINEER'S REPORT

MARCH 3, 2022



Dewberry

SUBMITTED BY
Dewberry Engineers Inc.
800 N. Magnolia Avenue
Suite 1000
Orlando, Florida 32803
Phone: 407.843.5120

SUBMITTED TO
Fox Branch Ranch CDD
c/o Ms. Cindy Cerbone
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431
Phone: 561.571.0010

Engineer's Report

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1. Introduction

The purpose of this report is to provide a description of the capital improvement plan (“CIP”) and estimated costs of the CIP for the Fox Branch Ranch Community Development District (“District”), as well as the first phases of the CIP known as the “2022 Project.”

2. General Site Description

The proposed District is located entirely within the Polk County, Florida, and includes approximately 400.97 acres of land. **Exhibit 1** depicts the general location of the project. The site is generally located at the east of the CSX Railroad, west of Kathleen Road, south of undeveloped lands, and north of Glenview Drive.

The metes and bounds sketch and description of the external boundary of the proposed District is set forth in **Exhibit 2**.

3. Proposed Capital Improvement Project and 2022 Project

The CIP is intended to provide public infrastructure improvements for the lands within the District, which is planned for 607 residential units. The 2022 Project, as the first phase of the CIP, will provide public improvements for the first 247 residential units. The proposed site plan for the District and the 2022 Project (Phases 1-2) is attached as **Exhibit 3**, and this plan enumerates the proposed lot count by type, within the District.

The tables shown below depict the planned product types and land uses in **Table 1** and **Table 2** for the District respectively.

Table 3.1

Fox Branch Ranch Planned Product Types			
PRODUCT TYPE	UNITS FOR 2022 PROJECT (PHASES 1 2)	UNITS FOR FUTURE PROJECTS (PHASES 3 4)	TOTAL UNITS (PHASES 1 4)
44' X 120' LOTS	20	30	50
50' X 120' LOTS	46	121	167
54' X 120' LOTS	121	196	317
64' X 120' LOTS	60	13	73
TOTAL	247	360	607

Table 3.2

Fox Branch Ranch Land Uses	
LAND USE	ACREAGE
Lot Development	102.68
Roads	36.60
Common Areas	46.62
Stormwater Ponds	101.99
Conservation Areas	95.16
Lessed Out Area	17.92
TOTAL	400.97

The CIP infrastructure includes:

3.1 Roadway Improvements

The CIP includes subdivision roads within the District. Generally, roadways will be 2-lane undivided roads. Such roads include the roadway asphalt, base and subgrade, roadway curb and gutter, striping and signage, and sidewalks within the right-of-way abutting non-single-family lot lands. Sidewalks abutting lots will be constructed by the homebuilders. Roadways will be designed in accordance with standards outlined in Appendix A of the Polk County Land Development Code.

Internal roadways may be financed by the District and dedicated to the Polk County for ownership, operation, and maintenance. Alternatively, the developer may elect to finance and gate the internal roads and convey those roads to a homeowner's association for ownership, operation, and maintenance (in such an event, the District would be limited to financing only utilities, conservation/mitigation, and stormwater improvements behind such gated areas).

3.2 Stormwater Management System

The stormwater collection and outfall systems are a combination of roadway curbs, curb inlets, pipe, control structures, and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to 15 retention ponds and additional dry swale areas. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District (SWFWMD) and the Polk County for stormwater and floodplain management systems. It is anticipated that the District will finance, own, operate, and maintain the stormwater systems, with the exception that the County will own, operate, and maintain the inlets and storm sewer pipes within the County's right-of-way.

3.3 Water, Wastewater, and Reclaim Utilities

As part of the CIP, the District intends to construct and/or acquire potable water, wastewater, and reclaim infrastructure for the development. **Exhibit 4** labels both the offsite connections for water, wastewater, and reclaim for the CIP and the anticipated onsite utilities to be constructed. Currently, two lift stations are proposed.

The on-site water supply improvements include watermains located within the right-of-way and used for potable water service and fire protection. The offsite 12-inch proposed watermain will run north in Kathleen Road and the 4-inch and 12 8-inch water mains, and 12-inch reclaim main located along the south side Raulerson Road near the entrance of Pebblebrooke Estates where it will tie into an existing 12-inch diameter watermain.

The installation of a proposed offsite 12-inch reuse main increases into a proposed 16-inch offsite line on Raulerson Road that then connects to an existing 24-inch diameter pipe at the junction of Raulerson Road and Pebblebrooke Boulevard.

The 4-inch sewer force main is proposed within the development and increases into a proposed offsite 8-inch force main on Raulerson Road where it ties into an existing 24-inch diameter pipe at the junction of Raulerson Road and Pebblebrooke Boulevard.

The water, wastewater, and reclaim collection systems for all phases will be completed by the District and subsequently dedicated to the Polk County for operation and maintenance.

3.4 Hardscape, Landscape, and Irrigation

The District will construct and/or install landscaping, irrigation, and hardscaping within District common areas and rights-of-way. The irrigation system will consist of irrigation mains, valves, and appurtenances. Hardscaping will include monuments and entry features.

The County has design criteria standards and specifications for planting and irrigation design; therefore, this project will meet and/or exceed the minimum requirements outlined by the County. The on-site enhancements at the common areas are for the general benefit of the community.

All such landscaping, irrigation, and hardscaping will be funded, maintained, and owned by the District. Such infrastructure located within the rights-of-way owned by the County are to be owned and maintained by the District pursuant to a right-of-way agreement to be entered into with the County.

3.5 Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease streetlights through an agreement with Lakeland Energy. The District is anticipated to fund the streetlights through an annual operation and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does, however, include the underground of electrical utility conduit lines within right-of-way utility easements throughout the community. Electrical lines and transformers will be owned by the electric company, Lakeland Energy, and not paid for by the District as part of the CIP.

3.6 Recreational Amenities

While not part of the CIP, the developer intends to develop a residential amenity for the project, which would be financed by the developer and owned and maintained by a homeowner's association. The amenities constitute common areas for the exclusive benefit of the residential lot owners within the development.

3.7 Environmental Conservation/Mitigation

There are 2.33 acres of forested and herbaceous wetland impacts associated with the proper construction of the District's infrastructure which will require 1.08 acres of wetland mitigation. The District will may be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation for incomplete or any modifications to the mitigation. The District will be responsible for final construction, maintenance and governmental monitoring per permit conditions.

3.8 Land Acquisition

As part of the CIP, the District will acquire approximately 400.967 acres of land necessary for development of the CIP. The cost figures were obtained from the Polk County Property Appraiser website and are currently valued at an estimated cost of \$2,852,103.10.

3.9 Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying, and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

3.10 Offsite Improvements

As a portion of the CIP, the 2022 Project is a subset of the CIP, and includes all the public infrastructure listed above required for the development of the first 247 residential units. Among other such improvements, the 2022 Project contains the roadway improvements, turn lanes and/or shoulder widening on the existing road, striping and pavement markings, stormwater improvements, and site restoration associated utility tie-ins on Raulerson Road and County Road 35 ALT.

Additional offsites improvements may be required through the permit process. As noted above, the offsite utilities include the following.

The on-site water supply improvements include watermains located within the right-of-way and used for potable water service and fire protection. The 12-inch proposed watermain will be located on the south

side of Raulerson Road near the entrance of Pebblebrooke Estates where it will tie into an existing 12-inch diameter watermain.

The installation of a proposed 12-inch reuse main increases into a proposed 16-inch (offsite) line on Raulerson Road that then connects to an existing 24-inch diameter pipe (off at the junction of Raulerson Road and Pebblebrooke Boulevard.

The 4-inch sewer force main exits the development and increases into a proposed 8-inch force main on Raulerson Road where it ties into an existing 24-inch diameter pipe at the junction of Raulerson Road and Pebblebrooke Boulevard.

The water, wastewater, and reclaim collection systems for all phases will be completed by the District and subsequently dedicated to Polk County for operation and maintenance.

As noted, the District's CIP, which includes the 2022 Project and future projects, functions as a system of improvements benefitting all lands within the District.

The foregoing improvements are required by applicable development approvals.

TABLE 3 provides a breakdown of the CIP by category and the governing body for the purpose of financing, ownership, and management of each.

Table 3.3

Fox Branch Ranch Ownership and Management		
FACILITY DESCRIPTION	FINANCING ENTITY	OWNERSHIP AND MANAGEMENT ENTITY
Amenity	Developer	HOA
Stormwater Management	CDD	CDD
Utilities (Water, Sewer, Reclaim)	CDD	County
Hardscape/Landscape/Irrigation	CDD	CDD
Undergrounding of Electric Conduit	CDD	Lakeland Electric
Environmental Conservation/Mitigation	CDD	CDD
Off-Site Roadway	CDD	County
On-Site Roadways	CDD	County

4. Permitting/Construction Commencement

Necessary permits for the construction of the 2022 Project have either been obtained or are currently being designed and are included in the following TABLE 4 below.

Table 4.1

Fox Branch Ranch 2022 Permit Status	
PERMIT	STATUS
Polk County (Mass Grading) - East	Permit Issued
Polk County (Offsite)	Resubmittal Pending
Southwest Florida Water Management District (Mass Grading) -East	Permit Issued
Southwest Florida Water Management District (Offsite)	Resubmittal Pending
Polk County – Phases 1 and 2	In Design
Southwest Florida Water Management District (Environmental Resource Permit) -Phase 1 and 2	In Design
Florida Department of Health - Polk County - Water - Phase 1 and 2	In Design
Florida Department of Environmental Protection - Sewer - Phase 1 and 2	In Design

5. Opinion of Probable Construction Costs

Table 5 shown below presents the Opinion of Probable Cost for the CIP, and the 2022 Project. It is our professional opinion that the costs set forth in **Table 5** are reasonable and consistent with current market pricing.

Table 5.1

Fox Branch Ranch Opinion of Probable Cost for the CIP			
IMPROVEMENT	2022 PROJECT (PHASES 1 2)	FUTURE PROJECTS ESTIMATED COST (PHASES 3 4)	TOTAL PROJECT
Stormwater System	\$2,223,000 2,964,000	\$3,240,000 4,320,000	\$5,463,000 7,284,000
Sanitary Sewer	\$2,597,500	\$1,620,000	\$4,217,500
Water Distribution	\$1,647,001 1,752,250	\$1,357,500	\$3,004,500 3,109,750
Reclaim Distribution	\$1,735,750 1,845,750	\$810,000	\$2,545,750 2,655,750
Undergrounding of Electric Conduit	\$247,000 1,080,750	\$360,000 810,000	\$607,000 1,890,750
Conservation/Mitigation	\$338,760	\$493,740	\$832,500
Landscape/Hardscape/Irrigation	\$517,945	\$754,900	\$1,272,845
On-Site Roadways	\$2,568,000	\$2,340,000	\$4,908,000
Off-Site Roadways	\$610,580	\$889,915	\$1,500,495
Contingency	\$1,872,830 2,141,330	\$1,779,900 2,009,408	\$3,652,730 4,150,739
Professional Fees	\$1,258,582	\$1,183,543	\$2,442,125
TOTAL	\$17,489,778 17,675,448	\$15,609,414 16,589,005	\$33,099,192 34,264,453

The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

6. Conclusions and Engineer's Certification

The CIP, which includes the 2022 Project and future projects, will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- The estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in Polk County, Florida and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- Improvements comprising the CIP are required by applicable development approvals;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The reasonably expected economic life of the CIP is anticipated to be at least 20 years;
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs, and, more specifically, the 2022 Assessment Area will receive a special benefit from the 2022 Project that is at least equal to such costs; and
- The CIP, which includes the 2022 Project and future projects, will function as a system of improvements benefitting all lands within the District.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP improvements will be owned by the District or other governmental units and as such the CIP improvements are intended to be available and will be reasonably available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All the CIP improvements are or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. No private earthwork is included in the CIP. Accordingly, the earthwork costs include digging any stormwater ponds as well as the placement of fill at the site but does not include the cost of fine grading of any lots.

Please note that the CIP as presented herein is based on current plans and market conditions, which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Nicole P. Stalder, P.E.
Florida License No. 64720

DRAFT

**FOX BRANCH
RANCH**

COMMUNITY DEVELOPMENT DISTRICT

6B

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

March 9, 2022



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Fox Branch Ranch Community Development District (the "District"), located in unincorporated Polk County, Florida, as related to funding the costs of public infrastructure improvements via the Capital Improvement Plan (the "Project") contemplated to be provided by the District.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Fox Branch Ranch Community Development District Engineer's Report developed by Dewberry Engineers Inc. (the "District Engineer") and dated March 3, 2022 (the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Project.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's Capital Improvement Plan enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the Project. However, these benefits are only incidental since the Project is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Project and do not depend upon the Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Project. Even though the exact value of the benefits provided by the Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the Project as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Fox Branch Ranch development, a master planned residential development located in unincorporated Polk County, Florida. The land within the District consists of approximately 400.97 +/- acres and is generally located at the east of the CSX Railroad, west of Kathleen Road, south of undeveloped lands, and north of Glenview Drive.

2.2 The Development Program

The development of Fox Branch Ranch is anticipated to be conducted by Forestar (USA) Real Estate Group Inc, (the "Developer"). Based upon the information provided by the Developer and the Engineer, the current development plan envisions a total of 607 single-family residential dwelling units developed over a multi-year period in two (2) stages within four (4) development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for Fox Branch Ranch.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The Project

The public infrastructure improvements which are part of the Project and are needed to serve the Development are projected to consist of improvements which will serve all of the lands in the District. The Project will consist of a stormwater system, sanitary sewer, water distribution, reclaim distribution, undergrounding of electric conduit, conservation/mitigation, landscape/hardscape/irrigation, on-site roadways and off-site roadways, the costs of which, along with contingencies and professional fees, were estimated by the District Engineer at \$34,264,453. The Project consists of the 2022 Project, which is comprised of the public infrastructure improvements that are necessary for the development of and are intended to primarily serve the first 247 residential dwelling units projected to be developed commencing in 2022 within Phases 1 and 2, and the Future Projects, which are comprised of the remaining public infrastructure improvements that are necessary for the development of and are intended to primarily serve the remaining 360 residential dwelling units projected to be developed beyond 2022 within Phases 3 and 4.

Even though the installation of the Project is currently projected to occur in two (2) or more stages coinciding with the two (2) or more stages of development of land in the District, the public infrastructure improvements that comprise the Project will nevertheless serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the Project.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the Project as described in *Section 3.2* in two financing transactions, the District would have to issue approximately \$43,840,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the Project to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the Project. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$43,840,000 to finance approximately \$34,264,453 in Project costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvement and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately \$43,840,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Project. All properties that receive special benefits from the Project will be assessed for their fair share of the debt issued in order to finance all or a portion of the Project.

5.2 Benefit Allocation

The most current development plan envisions the development of 607 single-family residential dwelling units, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the Project will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the Project and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Project have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the Project of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units will use and benefit from the District's improvements less than larger units, as for instance, generally and on average smaller units or units produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding the District's Project (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will be levied on approximately 400.97 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$43,840,000 will be preliminarily levied on approximately 400.97 +/- gross acres at a rate of \$109,334.86 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Project make the land in the District developable and saleable and when

implemented jointly as parts of the Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the Project by different unit types.

5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Bond Assessments on a per ERU basis never exceed the initially allocated amounts as contemplated in the adopted assessment methodology. The Bond Assessments per ERU equal \$67,779.84 (\$43,840,000 in Bond Assessments divided by 646.80 ERUs). If any changes occur, the methodology described herein is applied to the land based on the number of and product types within each and every parcel as signified by the number of ERUs.

As the land is platted, the Bond Assessments are assigned to platted parcels based on the figures in Table 5 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessments to the platted parcel of land, the Bond Assessments per ERU for land that remains unplatted within the District remain equal to \$67,779.84, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessments to the platted land, the Bond Assessments per ERU for land that remain unplatted within the District equal less than \$67,779.84 (either as a result of a larger number of units, different units or both), then the per ERU Bond Assessments for all parcels within the District will be lowered if that state persists at the conclusion of platting of all land within the District.

If, in contrast, a result of platting and apportionment of the Bond Assessments to the platted land, the Bond Assessments per ERU for land that remains unplatted within the District equals more than \$67,779.84¹ (either as a result of a smaller number of units, different units or both), then the difference in Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per ERU to occur, in accordance with a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessments per ERU and \$67,779.84 multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date.

In addition to platting of property within the District, any planned sale of an unplatted land to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessments per ERU for land that remains unplatted remains equal to \$67,779.84. The test will be based upon the development rights as signified by the number of ERUs associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

¹ For example, if the first platting includes 100 SF 50 lots, which equates to a total allocation of \$6,777,983.92 in Bond Assessments, then the remaining unplatted land would be required to absorb 50 SF 44, 67 SF 50, 317 SF 54 and 73 SF 64 or \$37,062,016.08 in Bond Assessments. If the remaining unplatted land would only be able to absorb 50 SF 44, 60 SF 50, 317 SF 54 and 73 SF 64 lots or \$36,587,557.20 in Bond Assessments, then a true-up, payable by the owner of the unplatted land, would be due in the amount of \$474,458.87 in Bond Assessments plus applicable accrued interest to the extent described in this Section.

5.7 Assessment Roll

The Bond Assessments of \$43,840,000 are proposed to be levied over the area described in Exhibit “A”. Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Fox Branch Ranch

Community Development District

Proposed Development Plan

Product Type	Number of Units in Phases 1 and 2	Number of Units in Phases 3 and 4	Total Number of Units
SF 44	20	30	50
SF 50	46	121	167
SF 54	121	196	317
SF 64	60	13	73
Total	247	360	607

Table 2

Fox Branch Ranch

Community Development District

Project Costs

Improvement	2022 Project Costs	Future Projects Costs	Total Project Costs
Stormwater System	\$2,964,000	\$4,320,000	\$7,284,000
Sanitary Sewer	\$2,597,500	\$1,620,000	\$4,217,500
Water Distribution	\$1,752,250	\$1,357,500	\$3,109,750
Reclaim Distribution	\$1,845,750	\$810,000	\$2,655,750
Undergrounding of Electric Conduit	\$1,080,750	\$810,000	\$1,890,750
Conservation/Mitigation	\$338,760	\$493,740	\$832,500
Landscape/Hardscape/Irrigation	\$517,945	\$754,900	\$1,272,845
On-Site Roadways	\$2,568,000	\$2,340,000	\$4,908,000
Off-Site Roadways	\$610,580	\$889,915	\$1,500,495
Contingency	\$2,141,330	\$2,009,408	\$4,150,738
Professional Fees	\$1,258,582	\$1,183,543	\$2,442,125
Total	\$17,675,447	\$16,589,006	\$34,264,453

Table 3

Fox Branch Ranch

Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$43,840,000.00
Total Sources	\$43,840,000.00

Uses

Project Fund Deposits:	
Project Fund	\$34,264,453.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$3,184,928.28
Capitalized Interest Fund	\$5,260,800.00
Delivery Date Expenses:	
Costs of Issuance	\$1,126,800.00
Rounding	\$3,018.72
Total Uses	\$43,840,000.00

Table 4

Fox Branch Ranch

Community Development District

Benefit Allocation

Product Type	Total Number of Units	ERU Weight	Total ERU
SF 44	50	0.88	44.00
SF 50	167	1.00	167.00
SF 54	317	1.08	342.36
SF 64	73	1.28	93.44
Total	607		646.80

Table 5

Fox Branch Ranch

Community Development District

Bond Assessments Apportionment

Product Type	Total Number of Units	Total Cost Allocation*	Maximum Total Bond Assessments Apportionment	Maximum Bond Assessments Apportionment per Unit	Maximum Annual Principal and Interest Payment per Unit on the Bonds	Maximum Annual Bond Assessments Payment**
SF 44	50	\$2,330,915.17	\$2,982,312.93	\$59,646.26	\$4,333.24	\$4,659.39
SF 50	167	\$8,846,882.58	\$11,319,233.15	\$67,779.84	\$4,924.13	\$5,294.77
SF 54	317	\$18,136,639.04	\$23,205,105.75	\$73,202.23	\$5,318.06	\$5,718.35
SF 64	73	\$4,950,016.22	\$6,333,348.18	\$86,758.19	\$6,302.89	\$6,777.30
Total	607	\$34,264,453.00	\$43,840,000.00			

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county cost of collection at 3% (subject to change) plus early payment discount allowance at 4% (subject to change)

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE COMMON CORNER FOR SECTIONS 7, 8, 17 AND 18, OF SAID TOWNSHIP 27 SOUTH, RANGE 23 EAST FOR A POINT OF BEGINNING, RUN THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 7, SOUTH 89°19'21" WEST, 852.55 FEET TO A POINT ON THE NORTHEASTERLY RAILROAD RIGHT-OF-WAY LINE OF A 200 FOOT WIDE C.S.X. RAILROAD; THENCE ALONG SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, NORTH 34°33'24" WEST, 4082.47 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 55°26'27" EAST, 25.97 FEET; THENCE NORTH 14°08'09" WEST, 33.50 FEET; THENCE NORTH 11°16'26" EAST, 27.08 FEET; THENCE NORTH 01°06'05" WEST, 32.42 FEET; THENCE NORTH 27°59'44" EAST, 29.29 FEET; THENCE NORTH 84°02'58" EAST, 21.60 FEET; THENCE NORTH 34°06'38" EAST, 25.04 FEET; THENCE NORTH 07°52'12" WEST, 25.29 FEET; THENCE NORTH 30°41'26" WEST, 13.12 FEET; THENCE NORTH 60°31'44" EAST, 32.79 FEET; THENCE NORTH 28°29'04" EAST, 43.85 FEET; THENCE NORTH 12°33'02" EAST, 36.86 FEET; THENCE NORTH 10°25'56" WEST, 54.87 FEET; THENCE NORTH 19°45'19" WEST, 54.14 FEET; THENCE NORTH 04°41'21" EAST, 23.45 FEET; THENCE NORTH 19°32'46" WEST, 79.38 FEET; THENCE NORTH 18°31'33" WEST, 61.79 FEET; THENCE NORTH 50°58'34" EAST, 29.11 FEET; THENCE NORTH 23°58'29" EAST, 45.70 FEET; THENCE NORTH 44°07'26" EAST, 43.40 FEET; THENCE NORTH 83°09'12" EAST, 63.19 FEET; THENCE NORTH 87°12'42" EAST, 72.52 FEET; THENCE SOUTH 89°26'39" EAST, 85.11 FEET; THENCE SOUTH 79°40'23" EAST, 79.32 FEET; THENCE SOUTH 79°08'23" EAST, 84.89 FEET; THENCE SOUTH 81°59'17" EAST, 87.19 FEET; THENCE SOUTH 68°14'21" EAST, 97.87 FEET; THENCE SOUTH 80°15'00" EAST, 39.66 FEET; THENCE SOUTH 89°38'20" EAST, 36.99 FEET; THENCE NORTH 82°19'41" EAST, 99.19 FEET; THENCE NORTH 85°57'12" EAST, 79.47 FEET; THENCE SOUTH 89°52'01" EAST, 55.66 FEET; THENCE SOUTH 44°07'24" EAST, 25.83 FEET; THENCE NORTH 58°21'55" EAST, 17.59 FEET; THENCE SOUTH 89°25'19" EAST, 24.62 FEET; THENCE NORTH 53°34'27" EAST, 30.82 FEET; THENCE SOUTH 76°05'29" EAST, 17.20 FEET; THENCE SOUTH 35°01'21" EAST, 16.13 FEET; THENCE SOUTH 13°28'37" EAST, 25.01 FEET; THENCE SOUTH 33°59'22" WEST, 6.65 FEET; THENCE NORTH 78°47'33" EAST, 95.89 FEET; THENCE NORTH 81°02'51" EAST, 355.99 FEET; THENCE NORTH 80°37'43" EAST, 48.93 FEET; THENCE NORTH 69°07'27" EAST, 62.04 FEET; THENCE NORTH 31°36'34" EAST, 20.22 FEET; THENCE NORTH 51°31'26" EAST, 27.79 FEET; THENCE NORTH 45°22'56" EAST, 28.42 FEET; THENCE NORTH 45°22'56" EAST, 10.10 FEET; THENCE NORTH 52°56'50" EAST, 32.07 FEET; THENCE NORTH 46°03'21" EAST, 77.58 FEET; THENCE SOUTH 39°52'08" EAST, 7.90 FEET; THENCE SOUTH 61°23'59" EAST, 48.17 FEET; THENCE NORTH 71°35'04" EAST, 246.98 FEET; THENCE SOUTH 87°59'21" EAST, 79.27 FEET; THENCE SOUTH 76°49'32" EAST, 111.37 FEET; THENCE SOUTH 89°04'35" EAST, 124.30 FEET; THENCE SOUTH 74°54'56" EAST, 116.20 FEET; THENCE SOUTH 57°34'36" EAST, 86.51 FEET; THENCE SOUTH 89°16'57" EAST, 13.02 FEET; THENCE SOUTH 21°22'22" WEST, 370.99 FEET; THENCE SOUTH 63°36'40" EAST, 0.42 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY, 452.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 559.50 FEET AND A CENTRAL ANGLE OF 46°20'59" (CHORD BEARING SOUTH 40°24'06" EAST, 440.37 FEET); THENCE SOUTH 17°15'57" EAST, 189.48 FEET; THENCE NORTH 89°59'45" EAST, 292.42 FEET; THENCE SOUTH 00°08'18" WEST, 361.16 FEET TO A POINT ON A CURVE; THENCE EASTERLY, 473.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 839.50 FEET AND A CENTRAL ANGLE OF 32°17'26" (CHORD BEARING SOUTH 74°27'53" EAST, 466.89 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 119.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.50 FEET AND A CENTRAL ANGLE OF 14°55'07" (CHORD BEARING SOUTH 65°46'43" EAST, 119.57 FEET); THENCE NORTH 62°13'49" EAST, 1055.17 FEET TO A POINT LYING 513.70 FEET NORTH OF THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 8; THENCE NORTH 89°22'45" EAST, 1240.06 FEET; THENCE ALONG THE NORTH BOUNDARY

OF THE SOUTH 530.8 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 8, THE FOLLOWING TWO (2) COURSES: 1) NORTH 89°22'00" EAST, 1317.71 FEET; 2) NORTH 89°24'25" EAST, 484.59 FEET, TO A POINT ON THE WEST BOUNDARY OF THE EAST 850 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID WEST BOUNDARY, NORTH 00°07'19" EAST, 31.20 FEET, TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 562 FEET OF THE NORTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID NORTH BOUNDARY, NORTH 89°24'25" EAST, 791.16 FEET TO A POINT ON THE WEST MAINTAINED RIGHT-OF-WAY LINE OF KATHLEEN ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 00°26'33"W, 19.69 FEET; 2) SOUTH 00°07'49" EAST, 100.00 FEET; 3) SOUTH 00°00'57" EAST, 100.00 FEET; 4) SOUTH 02°34'53" WEST, 4.93 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 337 FEET OF THE AFORESAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID NORTH BOUNDARY, SOUTH 89°24'44" WEST, 587.39 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 646 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID WEST BOUNDARY, SOUTH 00°05'16" WEST, 337.48 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG SAID NORTH BOUNDARY, THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°24'25" WEST, 682.12 FEET; 2) SOUTH 89°22'00" WEST, 1322.73 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 8; THENCE ALONG THE EAST BOUNDARY OF THE AFORESAID SOUTHWEST 1/4 OF SAID SECTION 8, SOUTH 00°01'41" EAST, 2628.25 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 8; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 OF SECTION 8, THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°30'02" WEST, 1321.79 FEET; 2) SOUTH 89°33'58" WEST, 1320.05 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17,466,466 SQUARE FEET, BEING 400.97 ACRES, MORE OR LESS.

**FOX BRANCH
RANCH**

COMMUNITY DEVELOPMENT DISTRICT

6C

RESOLUTION 2022-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Fox Branch Ranch Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the District's overall capital improvement plan ("**Project**") for all lands within the District ("**Assessment Area**"), as described in the *Engineer's Report*, dated March 3, 2022, which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") on the Assessment Area, using the methodology set forth in that *Master Special Assessment Methodology Report*, dated March 9, 2022, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District Records Office**");

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

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to make the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A. The total estimated cost of the Project is **\$34,264,453** (“**Estimated Cost**”).
- B. The Assessments will defray approximately **\$43,840,000**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than **\$3,184,928** per year, again as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a “master” lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on the Assessment Area, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed (i.e., Assessment Area), with certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of

benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.

Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

DATE: _____, _____, 20__
TIME: _____
LOCATION: _____

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

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

9. PUBLICATION OF RESOLUTION.

Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Polk County and to provide such other notice as may be required by law or desired in the best interests of the District.

10. CONFLICTS.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

11. SEVERABILITY.

If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. EFFECTIVE DATE.

This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 9th day of March, 2022.

ATTEST:

**FOX BRANCH RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Engineer's Report*, dated March 3, 2022

Exhibit B: *Master Special Assessment Methodology Report*, dated March 9, 2022

FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

7

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, FL 32303

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made and entered into to be effective the 11 day of February, 2022, and by and between:

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, with a mailing address of 1064 Greenwood Blvd., Suite 200, Lake Mary, 32746 (“**Developer**” or “**Grantor**”); and

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, and whose address is c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, suite 410W, Boca Raton, Florida 33431 (“**District**”, or “**Grantee**,” and together with the Grantor, “**Parties**”); and

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Polk County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Easement Area**”); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (“**Improvements**”) set forth in the Grantee’s improvement plan, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **EASEMENT; AUTOMATIC TERMINATION.** The Grantor hereby grants to Grantee a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements ("Easement"). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. The Easement shall terminate automatically with respect to any lands comprising a portion of the Easement Area: (1) which are platted as residential lots, or (2) conveyed to the District or another governmental entity.

3. **DAMAGE.** In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **INSURANCE.** Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. **INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. **SOVEREIGN IMMUNITY.** Grantee agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. **LIENS.** Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. **EXERCISE OF RIGHTS.** The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. **DEFAULT.** A default by the Grantor or Grantee under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

10. **ENFORCEMENT.** In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

12. **THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. **ASSIGNMENT.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.

14. **CONTROLLING LAW; VENUE.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Manatee County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

17. **BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

20. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

21. **EFFECTIVE DATE.** The Effective Date of this Easement Agreement shall be the date first written above.

22. **COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESS

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Name: Courtney Potter

By: [Signature]
Name: William Fife
Title: Chair

By: [Signature]
Name: Charles Malsoda

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of February 2021, by William Fife of Forestar (USA) Real Estate Group, Inc. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: [Signature]
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



WHEREFORE, the part(ies) below execute this Easement Agreement.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP, INC.

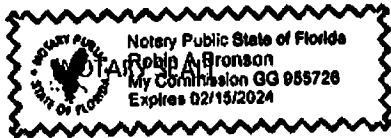
By: Charles Marsale
Name: Charles Marsale

By: Chris Tyree
Name: Chris Tyree
Title: President

By: Courtney Pitter
Name: Courtney Pitter

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of December 2021, by CHRISTYREE of Forestar (USA) Real Estate Group, Inc. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



RBronson
NOTARY PUBLIC, STATE OF Florida

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

EXHIBIT A

NOTES:

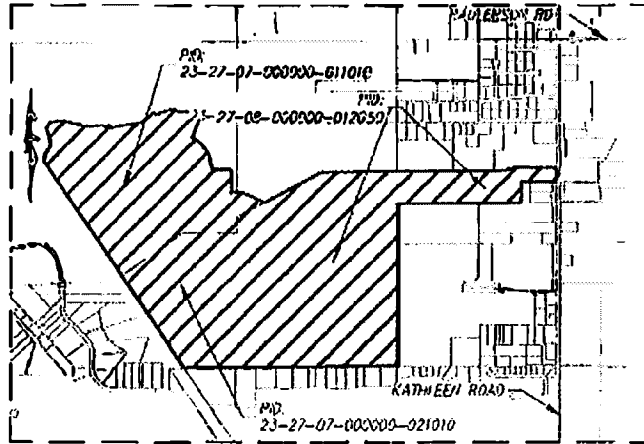
1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF SOUTH 00°08'34" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJUSTMENTS OR OTHER INSTRUMENTS OF RECORD, WITH THE BENEFIT OF FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO: NCS-1013245-2-CAST, DATED MAY 12, 2020.
3. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS BY RULE 5J17.050-052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.052(3).
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DOWLEY, PSM 5381, ON 05/19/2021 PER FAC 5J-17.052(2).

SHEET INDEX:

SHEET 1: VICINITY MAP/LEGEND/NOTES
 SHEETS 2-3: LEGAL DESCRIPTION
 SHEETS 4-6: SKETCH OF DESCRIPTION

EXHIBIT 2

VICINITY MAP
 NOT TO SCALE



LEGEND:

—	LINE BREAK
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
B.O.B.	BASES OF BEARING
P.M.T.	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
OR	OFFICIAL RECORDS BOOK
PID	PARCEL IDENTIFICATION
PG(S)	PAGE(S)
L	LENGTH
R	RADIUS
∠	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
SF	SQUARE FEET
P.O.B.	POINT OF BEGINNING
SEC	SECTION
N.P.	NOT PLATTED
o	CHANGE IN DIRECTION



WILLIAM D. DOWLEY
 PROFESSIONAL SURVEYOR & MAPPER
 LICENSE NUMBER 155381
 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 6

(SEE SHEETS 2-3 FOR LEGAL DESCRIPTION OF SHEET)
 (SEE SHEETS 4-6 FOR SKETCH OF LEGAL DESCRIPTION)

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

-OF-

**FOX BRANCH RANCH
 COMMUNITY DEVELOPMENT
 DISTRICT**

SECTIONS 7 & 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
 ORLANDO, FLORIDA 32808
 PHONE: 321.354.9826 FAX: 407.846.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**FORESTAR (USA) REAL
 ESTATE GROUP, INC.**

DATE: 05/19/2021
 REV DATE:
 SCALE: N/A

PROJ: 50138737
 DRAWN BY: MCV
 CHECKED BY: HQB

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE COMMON CORNER FOR SECTIONS 7, 8, 17 AND 18, OF SAID TOWNSHIP 27 SOUTH, RANGE 23 EAST FOR A POINT OF BEGINNING, RUN THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 7, SOUTH 89°19'21" WEST, 852.55 FEET TO A POINT ON THE NORTHEASTERLY RAILROAD RIGHT-OF-WAY LINE OF A 200 FOOT WIDE C.S.X. RAILROAD; THENCE ALONG SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY LINE, NORTH 34°33'24" WEST, 4882.47 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 55°26'27" EAST, 25.97 FEET; THENCE NORTH 14°08'09" WEST, 33.50 FEET; THENCE NORTH 11°16'26" EAST, 27.08 FEET; THENCE NORTH 01°05'05" WEST, 32.42 FEET; THENCE NORTH 27°59'44" EAST, 29.29 FEET; THENCE NORTH 84°02'58" EAST, 21.60 FEET; THENCE NORTH 34°06'38" EAST, 25.04 FEET; THENCE NORTH 07°52'12" WEST, 25.20 FEET; THENCE NORTH 30°41'26" WEST, 13.12 FEET; THENCE NORTH 60°31'44" EAST, 32.79 FEET; THENCE NORTH 28°29'04" EAST, 43.85 FEET; THENCE NORTH 12°33'02" EAST, 36.86 FEET; THENCE NORTH 10°28'56" WEST, 54.87 FEET; THENCE NORTH 19°45'19" WEST, 54.14 FEET; THENCE NORTH 04°41'21" EAST, 23.45 FEET; THENCE NORTH 19°32'46" WEST, 79.38 FEET; THENCE NORTH 18°31'33" WEST, 61.79 FEET; THENCE NORTH 50°58'34" EAST, 28.11 FEET; THENCE NORTH 23°58'29" EAST, 45.70 FEET; THENCE NORTH 44°07'26" EAST, 43.40 FEET; THENCE NORTH 83°09'12" EAST, 63.19 FEET; THENCE NORTH 87°12'42" EAST, 72.52 FEET; THENCE SOUTH 89°26'39" EAST, 85.11 FEET; THENCE SOUTH 79°40'23" EAST, 79.32 FEET; THENCE SOUTH 79°08'23" EAST, 84.89 FEET; THENCE SOUTH 81°59'17" EAST, 87.19 FEET; THENCE SOUTH 68°14'21" EAST, 97.87 FEET; THENCE SOUTH 80°15'09" EAST, 39.66 FEET; THENCE SOUTH 89°38'20" EAST, 36.99 FEET; THENCE NORTH 82°19'41" EAST, 99.19 FEET; THENCE NORTH 85°57'12" EAST, 79.47 FEET; THENCE SOUTH 89°52'01" EAST, 55.66 FEET; THENCE SOUTH 44°07'24" EAST, 25.83 FEET; THENCE NORTH 58°21'55" EAST, 17.59 FEET; THENCE SOUTH 89°25'19" EAST, 24.62 FEET; THENCE NORTH 53°34'27" EAST, 30.82 FEET; THENCE SOUTH 76°05'29" EAST, 17.20 FEET; THENCE SOUTH 35°01'21" EAST, 16.13 FEET; THENCE SOUTH 13°28'37" EAST, 25.01 FEET; THENCE SOUTH 33°59'22" WEST, 6.65 FEET; THENCE NORTH 78°47'33" EAST, 95.89 FEET; THENCE NORTH 81°02'51" EAST, 355.99 FEET; THENCE NORTH 80°37'43" EAST, 48.93 FEET; THENCE NORTH 69°07'27" EAST, 62.04 FEET; THENCE NORTH 31°36'34" EAST, 20.22 FEET; THENCE NORTH 51°31'26" EAST, 27.79 FEET; THENCE NORTH 45°22'56" EAST, 28.42 FEET; THENCE NORTH 45°22'56" EAST, 10.10 FEET; THENCE NORTH 52°56'50" EAST, 32.07 FEET; THENCE NORTH 46°03'21" EAST, 77.58 FEET; THENCE SOUTH 39°52'08" EAST, 7.90 FEET; THENCE SOUTH 61°23'59" EAST, 48.17 FEET; THENCE NORTH 82°15'04" EAST, 246.98 FEET; THENCE SOUTH 87°59'21" EAST, 79.27 FEET; THENCE SOUTH 76°49'32" EAST, 111.37 FEET; THENCE SOUTH 89°04'15" EAST, 124.30 FEET; THENCE SOUTH 74°54'55" EAST, 116.20 FEET; THENCE SOUTH 57°34'36" EAST, 86.31 FEET; THENCE SOUTH 89°15'57" EAST, 13.02 FEET; THENCE SOUTH 21°22'22" WEST, 370.99 FEET; THENCE SOUTH 83°36'40" EAST, 0.42 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY, 452.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 559.50 FEET AND A CENTRAL ANGLE OF 46°20'59" (CHORD BEARING SOUTH 40°24'66" EAST, 440.37 FEET); THENCE SOUTH 17°15'57" EAST, 189.48 FEET; THENCE NORTH 89°59'45" EAST, 292.42 FEET; THENCE SOUTH 00°08'18" WEST, 361.16 FEET TO A POINT ON A CURVE; THENCE EASTERLY, 473.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 839.50 FEET AND A CENTRAL ANGLE OF 32°17'26" (CHORD BEARING SOUTH 74°27'53" EAST, 468.89 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 119.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.50 FEET AND A CENTRAL ANGLE OF 14°55'07" (CHORD BEARING SOUTH 65°46'43" EAST, 119.57 FEET); THENCE NORTH 62°43'49" EAST, 1055.17 FEET TO A POINT LYING 513.70 FEET NORTH OF THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 8; THENCE NORTH 89°22'45" EAST, 1240.06 FEET; THENCE ALONG THE NORTH BOUNDARY

(DESCRIPTION CONTINUED ON SHEET 3)

SHEET 2 OF 6

(SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION)

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

-OF-

**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT
DISTRICT**

SECTIONS 7 & 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST

POLK COUNTY

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131 WEST KALEY STREET
ORLANDO, FLORIDA 32808

PHONE: 321.354.9826 FAX: 407.646.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**FORESTAR (USA) REAL
ESTATE GROUP, INC.**

DATE: 05/10/2021
REV DATE:
SCALE: N/A

DRAWN BY: MCV
CHECKED BY: MCV


OF THE SOUTH 530.8 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 8, THE FOLLOWING TWO (2) COURSES: 1) NORTH 89°22'00" EAST, 1317.71 FEET; 2) NORTH 89°24'25" EAST, 484.59 FEET, TO A POINT ON THE WEST BOUNDARY OF THE EAST 850 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID WEST BOUNDARY, NORTH 00°07'19" EAST, 31.20 FEET, TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 562 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID NORTH BOUNDARY, NORTH 89°24'25" EAST, 791.16 FEET TO A POINT ON THE WEST MAINTAINED RIGHT-OF-WAY LINE OF KATHLEEN ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 00°26'33"W, 19.69 FEET; 2) SOUTH 00°07'49" EAST, 100.00 FEET; 3) SOUTH 00°00'57" EAST, 100.00 FEET; 4) SOUTH 02°34'53" WEST, 4.93 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 337 FEET OF THE AFORESAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID NORTH BOUNDARY, SOUTH 89°24'44" WEST, 587.39 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 646 FEET OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE ALONG SAID WEST BOUNDARY, SOUTH 00°05'16" WEST, 337.48 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE ALONG SAID NORTH BOUNDARY, THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°24'25" WEST, 682.12 FEET; 2) SOUTH 89°22'00" WEST, 1322.73 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 8; THENCE ALONG THE EAST BOUNDARY OF THE AFORESAID SOUTHWEST 1/4 OF SAID SECTION 8, SOUTH 00°01'41" EAST, 2628.25 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 8; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 OF SECTION 8, THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°30'02" WEST, 1321.79 FEET; 2) SOUTH 89°33'58" WEST, 1320.05 FEET TO THE POINT OF BEGINNING.

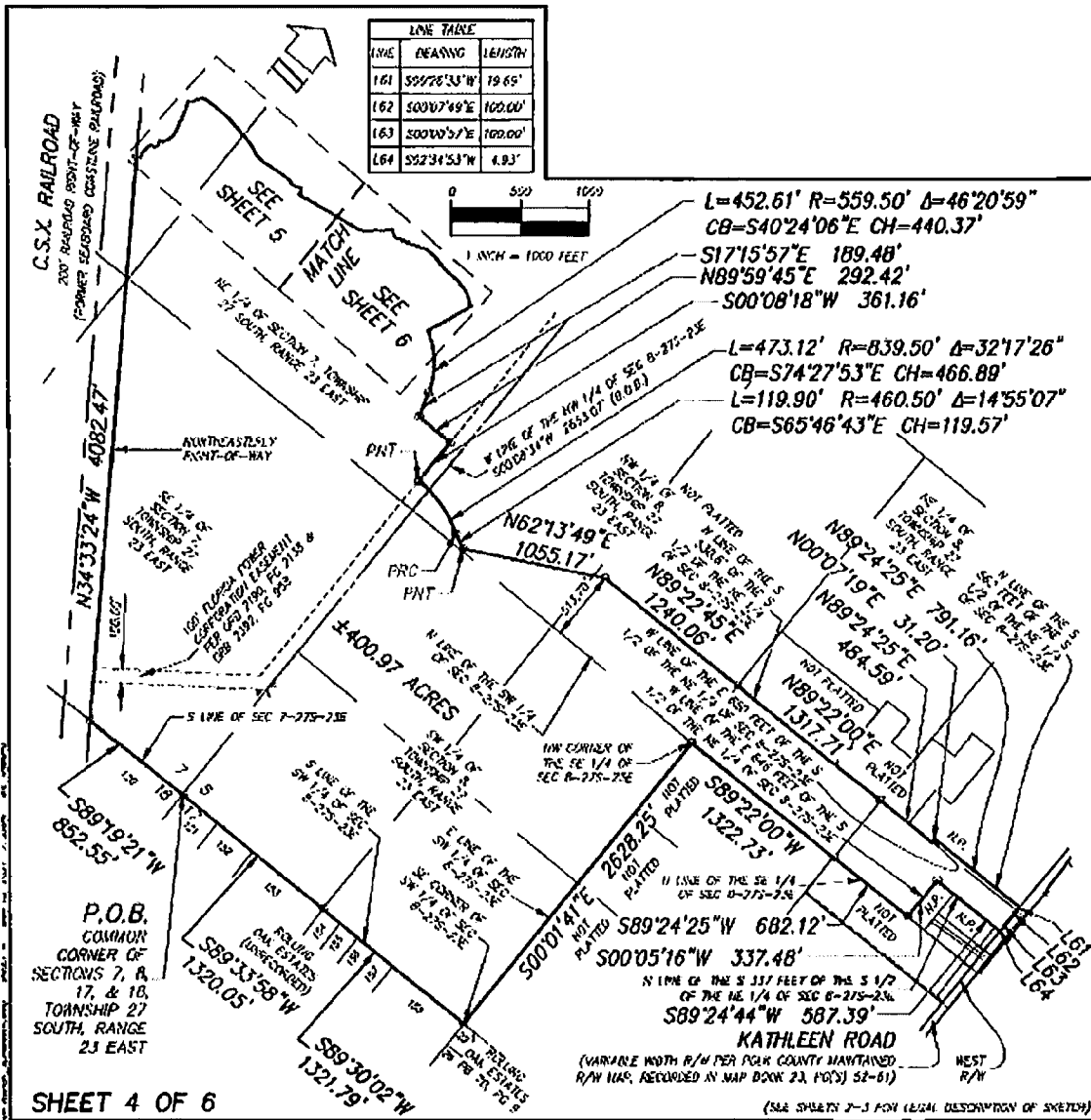
SAID PARCEL CONTAINS 17,466,466 SQUARE FEET, BEING 400.97 ACRES, MORE OR LESS.

SHEET 3 OF 6

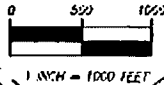
(SEE SHEETS 4-6 FOR SKETCH OF DESCRIPTION)

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p>SKETCH AND DESCRIPTION --OF-- FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT SECTIONS 7 & 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST POLK COUNTY FLORIDA</p>	 <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	<p>PREPARED FOR: FORESTAR (USA) REAL ESTATE GROUP, INC.</p> <p>DATE: 05/10/2021 REV DATE: SCALE: N/A</p> <p>PROJ: 58126737 DRAWN BY: NGY CHECKED BY: MOO</p>
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LINE	BEARING	LENGTH
161	S89°28'33\"/>	



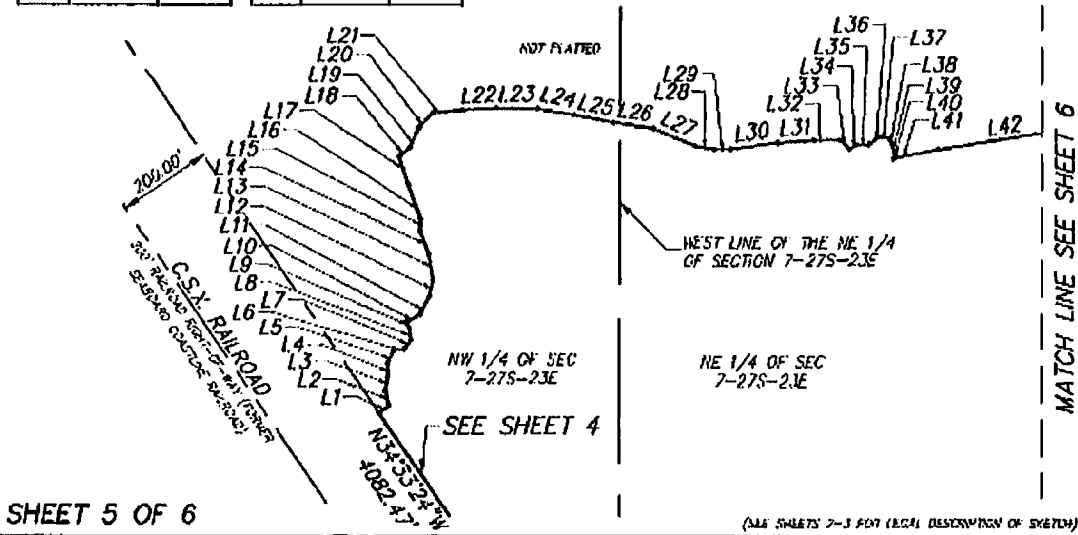
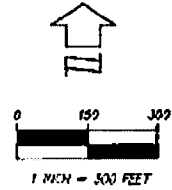
SHEET 4 OF 6

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p>SKETCH AND DESCRIPTION -OF- FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT SECTIONS 7 & 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST POLK COUNTY FLORIDA</p>	<p>Dewberry 131 WEST KANEY STREET ORLANDO, FLORIDA 32808 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR: FORESTAR (USA) REAL ESTATE GROUP, INC. DATE: 05/10/2021 REV DATE: SCALE: 1" = 1000' PROJ: 50138737 DRAWN BY: MCV CHECKED BY: MCO</p>
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LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N55°26'27"E	25.97'	L21	N83°09'12"E	63.19'
L2	N14°30'09"W	33.50'	L22	N07°12'42"E	72.52'
L3	N11°16'20"E	27.00'	L23	S59°26'39"E	65.11'
L4	N01°16'05"W	32.42'	L24	S78°40'23"E	79.32'
L5	N27°59'44"E	29.29'	L25	S79°08'23"E	81.89'
L6	N84°02'30"E	71.60'	L26	S01°58'12"E	87.19'
L7	N14°05'39"E	22.01'	L27	S60°14'21"E	87.81'
L8	N97°59'12"W	25.23'	L28	S60°15'00"E	38.66'
L9	N32°41'26"W	11.17'	L29	S39°58'20"E	36.99'
L10	N60°31'44"E	32.79'	L30	N82°19'41"E	99.19'
L11	N78°29'04"E	43.85'	L31	N85°57'12"E	79.47'
L12	N42°33'02"E	36.86'	L32	S83°32'01"E	55.66'
L13	N102°56'57"W	54.87'	L33	S44°07'24"E	26.03'
L14	N79°45'19"W	54.14'	L34	N59°21'55"E	17.59'
L15	N94°41'21"E	23.45'	L35	S89°25'19"E	24.62'
L16	N19°32'46"W	79.38'	L36	N53°34'27"E	30.82'
L17	N78°31'33"W	61.79'	L37	S76°05'28"E	17.20'
L18	N50°55'34"E	29.11'	L38	S35°01'21"E	16.13'
L19	N23°55'29"E	45.70'	L39	S13°28'37"E	25.01'
L20	N44°07'26"E	43.40'	L40	S13°59'22"W	8.65'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N78°47'33"E	95.89'
L42	N81°02'51"E	355.93'



SHEET 5 OF 6

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

-OF-

**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT
DISTRICT**

SECTIONS 7 & 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

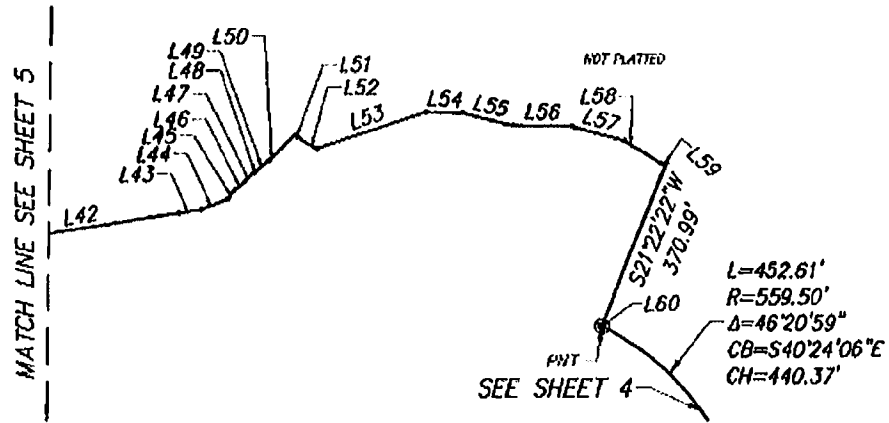
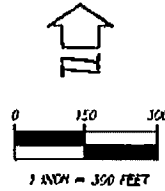
PREPARED FOR:

**FORESTAR (USA) REAL
ESTATE GROUP, INC.**

DATE: 02/10/2021
REV DATE:
SCALE: 1" = 300'

PROJ: 50138737
DRAWN BY: MCV
CHECKED BY: MDV

LINE TABLE		
L42	N01°02'51"E	366.89'
L43	N69°37'43"E	48.83'
L44	N69°07'27"E	62.04'
L45	N93°36'34"E	28.23'
L46	N57°17'28"E	27.79'
L47	N15°22'56"E	28.42'
L48	N15°22'58"E	10.10'
L49	N52°58'50"E	32.07'
L50	N46°03'21"E	77.58'
L51	S59°57'10"E	7.90'
L52	S67°23'59"E	48.77'
L53	N77°35'04"E	766.98'
L54	S97°59'21"E	79.27'
L55	S76°49'32"E	111.37'
L56	S89°04'35"E	924.30'
L57	S74°54'56"E	116.20'
L58	S57°34'36"E	66.51'
L59	S69°16'57"E	11.02'
L60	S63°36'40"E	0.42'



SHEET 6 OF 6

(SEE SHEETS 7-5 FOR LEGAL DESCRIPTION OF SKETCH)

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

-OF-

FOX BRANCH RANCH
COMMUNITY DEVELOPMENT
DISTRICT

SECTIONS 7 & 8, TOWNSHIP 27 SOUTH, RANGE 23 EAST

POLK COUNTY

FLORIDA



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CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

FORESTAR (USA) REAL
ESTATE GROUP, INC.

DATE: 05/10/2021
REV DATE:
SCALE: N/A

PROJ: 50218237
DRAWN BY: MGY
CHECKED BY: MDO

FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

8

**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2022**

**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2022**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Accounts receivable	\$ 4,672	\$ -	\$ 4,672
Due from Landowner	18,915	36	18,951
Total assets	\$ 23,587	\$ 36	\$ 23,623
 LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 12,065	\$ 36	\$ 12,101
Due to Landowner	-	36	36
Due to other	5,523	-	5,523
Landowner advance	6,000	-	6,000
Total liabilities	23,588	72	23,660
 DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	12,915	-	12,915
Total deferred inflows of resources	12,915	-	12,915
 Fund balances:			
Restricted for:			
Debt service	-	(36)	(36)
Unassigned	(12,916)	-	(12,916)
Total fund balances	(12,916)	(36)	(12,952)
 Total liabilities, deferred inflows of resources and fund balances	 \$ 23,587	 \$ 36	 \$ 23,623

**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 4,672	\$ 4,672	\$ 83,432	6%
Total revenues	<u>4,672</u>	<u>4,672</u>	<u>83,432</u>	6%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	8,000	40,000	20%
Legal	904	904	25,000	4%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	667	0%
Telephone	16	66	200	33%
Postage	-	-	500	0%
Printing & binding	42	167	500	33%
Legal advertising	1,745	4,216	6,500	65%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,707</u>	<u>13,353</u>	<u>83,432</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	(35)	(8,681)	-	
Fund balances - beginning	(12,881)	(4,235)	-	
Fund balances - ending	<u>\$ (12,916)</u>	<u>\$ (12,916)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Debt service		
Cost of issuance	36	36
Total debt service	36	36
 Excess/(deficiency) of revenues over/(under) expenditures	(36)	(36)
 Fund balances - beginning	-	-
Fund balances - ending	\$ (36)	\$ (36)

FOX BRANCH RANCH

COMMUNITY DEVELOPMENT DISTRICT

9

DRAFT

**MINUTES OF MEETING
FOX BRANCH RANCH
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Fox Branch Ranch Community Development District held a Regular Meeting on February 9, 2022 at 9:30 A.M., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

Present at the meeting were:

William (Bill) Fife	Chair
Mary Moulton	Vice Chair
John (JC) Nowotny	Assistant Secretary
Courtney Potter	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Nicole Stalder (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 9:42 a.m. Supervisors Fife, Moulton and Nowotny were present in person. Supervisor Potter was not present at roll call. Supervisor Tyree was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor, Chris Tyree (*the following will be provided in a separate package*)

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**

39 C. Chapter 190, Florida Statutes

40 D. Financial Disclosure Forms

41 I. Form 1: Statement of Financial Interests

42 II. Form 1X: Amendment to Form 1, Statement of Financial Interests

43 III. Form 1F: Final Statement of Financial Interests

44 E. Form 8B: Memorandum of Voting Conflict

45 This order of business was deferred to the next meeting.

46

47 **FOURTH ORDER OF BUSINESS**

Update: Bond Financing

48

49 Mr. Earlywine presented the following timelines:

50 ➤ The bond validation hearing is scheduled for June 2022.

51 ➤ The assessment process should commence in order to be ready for presentation at the
52 March meeting and everything should be finalized for presentation at a public hearing in April.

53 ➤ These timelines would allow the Assistant State Attorney sufficient time to review the
54 Report and submit potential comments.

55 ➤ The bonds are not expected to be issued until the Fourth Quarter of 2022.

56 ➤ The Engineer’s Report is in progress.

57 Ms. Cerbone stated she would work on consolidating the agenda items for the March
58 and April meetings, in anticipation of possibly canceling the May meeting.

59

60 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-10,
Granting the Chair and Vice Chair the
Authority to Execute Real and Personal
Property Conveyance and Dedication
Documents, Plats and Other Documents
Related to the Development of the
District’s Improvements; Approving the
Scope and Terms of Such Authorization;
Providing a Severability Clause; and
Providing an Effective Date**

61

62

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70

71 Ms. Cerbone presented Resolution 2022-10 and read the title. This Resolution
72 authorizes the Chair and the Vice Chair or Secretary, in the Chair’s absence, to execute

73 construction related documents outside of a meeting. The executed documents would then be
74 presented for ratification at the next meeting. The District Engineer and District Counsel would
75 be actively involved in the approval process so Supervisors are comfortable executing those
76 documents.

77 Mr. Earlywine stated the definitions of the "Conveyance Documents" were broadened
78 to include real estate documents, such as plats. Ms. Moulton asked for the updated version of
79 this Resolution to be used for all her CDDs. Mr. Earlywine and Ms. Cerbone confirmed that it is.

80

81 **On MOTION by Mr. Fife and seconded by Ms. Moulton, with all in favor,**
82 **Resolution 2022-10, Granting the Chair and Vice Chair the Authority to Execute**
83 **Real and Personal Property Conveyance and Dedication Documents, Plats and**
84 **Other Documents Related to the Development of the District's Improvements;**
85 **Approving the Scope and Terms of Such Authorization; Providing a Severability**
86 **Clause; and Providing an Effective Date, was adopted.**

87

88

89 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2022-11,
Adopting Amended and Restated Prompt
Payment Policies and Procedures Pursuant
to Chapter 218, Florida Statutes; Providing
a Severability Clause; and Providing an
Effective Date

90

91

92

93

94

95

96 Ms. Cerbone presented Resolution 2022-11 and read the title. This Resolution adopts
97 the CDD's Amended and Updated Prompt Payment Policies and Procedures, which were
98 updated to comply with new statutory requirements.

99 Mr. Earlywine stated that this Policy document is required by law. The changes included
100 the penalty figure changing from 1% to 2% per month and the other changes were minor.

101

102 **On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor,**
103 **Resolution 2022-11, Adopting Amended and Restated Prompt Payment Policies**
104 **and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a**
105 **Severability Clause; and Providing an Effective Date, was adopted.**

106

107

108 **SEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
109 **Statements as of December 31, 2021**

110
111 **Ms. Potter arrived at the meeting at 9:48 a.m.**

112 Ms. Cerbone presented the Unaudited Financial Statements as of December 31, 2021.
113 She noted that the CDD is Landowner-funded, meaning funding requests will be submitted and
114 the expenses will be paid only when incurred.

115

116 **On MOTION by Mr. Fife and seconded by Ms. Potter, with all in favor, the**
117 **Unaudited Financial Statements as of December 31, 2021, were accepted.**

118

119

120 **EIGHTH ORDER OF BUSINESS** **Approval of December 8, 2021 Public**
121 **Hearings and Regular Meeting Minutes**

122

123 Ms. Cerbone presented the December 8, 2021 Public Hearings and Regular Meeting
124 Minutes.

125

126 **On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the**
127 **December 8, 2021 Public Hearings and Regular Meeting Minutes, as presented,**
128 **were approved.**

129

130

131 **NINETH ORDER OF BUSINESS** **Staff Reports**

132

133 **A. District Counsel: *KE Law Group, PLLC***

134 There was no report.

135 **B. District Engineer: *Dewberry Engineers, Inc.***

136 Ms. Stadler stated that her firm's Counsel is determining if a letter will suffice in
137 response to the new requirement for CDDs to prepare and submit a 20-Year Stormwater
138 Management Needs Analysis Report. Once a determination is made, a proposal will be
139 presented.

140 Mr. Earlywine thought that preparing a letter before the June 30, 2022 deadline is a
141 good idea since construction is not finalized and that the letter should state that the CDD does
142 not have these facilities constructed yet but would supplement the information at a later time.

143 Ms. Cerbone suggested the letter also reference the Engineer's Report, if the Board
144 accepts it and if stormwater plans were defined, even though there are no facilities yet. Ms.
145 Stadler stated she would convey this to her firm's Counsel.

146 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

147 • **NEXT MEETING DATE: March 9, 2022 at 9:30 A.M.**

148 ○ **QUORUM CHECK**

149 The next meeting would be held on March 9, 2022. All Supervisors will be contacted
150 closer to the date to ensure a quorum can be established at the meeting.

151 Ms. Cerbone thanked Mr. Fife and Ms. Stalder for their efforts trying to locate a local
152 records office in Polk County. Discussion ensued regarding potential locations. A Board Member
153 asked what is required of the CDD when responding to a public records request. Ms. Cerbone
154 stated information is transmitted electronically to the requester and, as well as having the ability
155 to view records via laptop, at a physical location, as required by law. Mr. Nowotny would advise
156 as to whether Caldwell Bank is agreeable to being designated as the District's local records
157 office. This item will remain on the agenda.

158

159 **TENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

160

161 There were no Board Members' comments or requests.

162

163 **ELEVENTH ORDER OF BUSINESS**

Public Comments

164

165 There were no public comments.

166

167 **TWELFTH ORDER OF BUSINESS**

Adjournment

168

169 There being nothing further to discuss, the meeting adjourned.

170

171

172

On MOTION by Ms. Potter and seconded by Mr. Nowotny, with all in favor, the meeting adjourned at 9:56 a.m.

173
174
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179

Secretary/Assistant Secretary

Chair/Vice Chair

**FOX BRANCH
RANCH**

COMMUNITY DEVELOPMENT DISTRICT

10C

FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

*Ramada by Wyndham Davenport Orlando South, 43824 Highway 27
Davenport, Florida 33837-6808*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	9:30 AM
December 8, 2021	Regular Meeting	9:30 AM
January 12, 2022 CANCELED	Regular Meeting	9:30 AM
February 9, 2022	Regular Meeting	9:30 AM
March 9, 2022	Regular Meeting	9:30 AM
April 13, 2022	Regular Meeting <i>(presentation of FY2023 proposed budget)</i>	9:30 AM
May 11, 2022	Regular Meeting	9:30 AM
June 8, 2022	Regular Meeting	9:30 AM
July 13, 2022	Regular Meeting	9:30 AM
August 10, 2022	Public Hearing and Regular Meeting <i>(adoption of FY2023 budget)</i>	9:30 AM
September 14, 2022	Regular Meeting	9:30 AM