



**SOUTHERN GROVE
COMMUNITY DEVELOPMENT
DISTRICT NOS. 1-10**

**PORT ST. LUCIE
REGULAR BOARD MEETING
MARCH 6, 2024
10:30 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.southerngrovecdd1.org
www.southerngrovecdd2.org
www.southerngrovecdd3.org
www.southerngrovecdd4.org
www.southerngrovecdd5.org
www.southerngrovecdd6.org
www.southerngrovecdd7.org
www.southerngrovecdd8.org
www.southerngrovecdd9.org
www.southerngrovecdd10.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-10

Tradition Town Hall
10799 SW Civic Lane

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025011?omn=84929222660>

Meeting ID: 334 102 5011

Dial In at: 1 929 436 2866

Port St. Lucie, FL 34987

REGULAR BOARD MEETING

March 6, 2024

10:30 a.m.

- A. Call to Order**
- B. Proof of Publication.....Page 1**
- C. Establish Quorum**
- D. Additions or Deletions**
- E. Comments from the Public Not on the Agenda**
- F. Consent Items**
 - 1. Approval of February 7th, 2024, Regular Board Meeting Minutes.....Page 2**
 - 2. Approve and Ratify 2020 Bond Requisition (No. 9); District No. 5 Special Assessment Bonds, Series 2020 (Community Infrastructure).....Page 6**
- G. Old Business**
- H. New Business**
 - 1. Summary of Matters Related to Bond Resolution Nos: 2024-03; 2024-04 and 2024-05.....Page 12**
 - 2. Consider Resolution No. 2024-03 to be Adopted by Southern Grove CDD No. 5 (Community Infrastructure); Delegated Award Resolution (Exhibits under separate cover.).....Page 14**
 - 3. Consider Resolution No. 2024-04 to be Adopted by Southern Grove CDD Nos. 1,2,3,4,6,7,8,9, and 10; Approving the Joiner to a Ninth Supplemental Trust Indenture Relating to the Special Assessment Bonds, Series 2024 (Community Infrastructure).....Page 25**
 - 4. Consider Resolution No. 2024-05 to be Adopted by Southern Grove CDD Nos. 1-10; Approving a Supplement to the Second Amended and Restated Master Engineer's Report....Page 31**
 - 5. Consider Approving Improvement Acquisition Agreement.....Page 39**
- I. Administrative Matters**
 - 1. Manager's Report**
 - 2. Attorney's Report**
 - 3. Engineer's Report**
 - 4. Financial Report**
 - 5. Founder's Report**
- J. Board Member Comments**
- K. Adjourn**

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10
FISCAL YEAR 2023/2024
REGULAR BOARD MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Southern Grove Community Development District Nos. 1-10 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 10:30 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

October 4, 2023
November 1, 2023
December 6, 2023
January 3, 2024
February 7, 2024
March 6, 2024
April 3, 2024
May 1, 2024
June 5, 2024
July 3, 2024
August 7, 2024
September 4, 2024

***Irrigation Rate Committee Meeting – 9:00 a.m.**
Southern Grove CDD Meeting – 10:30 a.m.
Tradition CDD Meeting – 11:00 a.m.

An Irrigation Committee Meeting will take place at 9:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the above dates, as indicated.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the Districts’ websites or at the offices of the District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone may be present at the meeting location so that one or more Supervisors may attend the meeting and be fully informed of the discussions taking place.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at a meeting is advised that they will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10

www.southerngrovecdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 09/25/23

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-10

**Tradition Town Hall
10799 SW Civic Lane**

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025011?omn=85386137435>

Meeting ID: 334 102 5011

Dial In at: 1 929 436 2866

Port St. Lucie, FL 34987

REGULAR BOARD MEETING MINUTES

February 7, 2024

10:30 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Southern Grove Community Development District No's. 1-10 of February 7th, 2024, was called to order at 10:32 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on September 25th, 2023, as legally required.

Mr. Sakuma administered the oath of office to Mr. Pittsley.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum in District Nos. 1,2,5&9, and it was in order to proceed with the meeting: There was no quorum in District Nos. 3,4,6,7,8&10.

CDD #'s 1-10		
Chairman/ Supervisor	Eric Sexauer: #1,2,3,5,9	Present
Supervisor	Ricardo Mojica: #1,2,3,4,6,9	Absent
Supervisor / Vice Chair	Steven Dassa: #1,2,3,5,9	Present
Supervisor	William Pittsley: #1,2,5,9	Present
Supervisor / Vice Chair	David Graham: #3,4,5,6,7,8,10	Absent
Supervisor	Stephen Okiye: #4,7,8,10	Present
Supervisor	Tara Toto: #1,2,9	Present
Chairman/ Supervisor	Jennifer Davis: #3,4,6,7,8,10	Absent
Supervisor	Elijah Wooten: #7,8,10	Via Zoom
Supervisor	Jeff Greenwalt: #7,8,10	Absent

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services, Inc.
District Engineer	Kelly Cranford	Culpepper and Terpening

District Counsel	Susan Garrett	Torcivia, Donlon, Goddeau & Rubin, P.A.
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Present via Zoom: Assistant District Manager: Jessica Wargo with Special District Services, Inc. & District Manager: Andrew Karmeris with Special District Services, Inc.

Also present were: District Engineer, Kelly Cranford with Culpepper and Terpening.
(See attached sign-in sheet)

D. SEAT NEW BOARD MEMBERS/ADMINISTER OATH OF OFFICE/APPOINTMENT TO BOARD VACANCIES

A **Motion** was made by Mr. Dassa CDD No. 1, seconded by Mr. Pittsley, and passed unanimously to Appoint Eric Sexauer to District No. 1/Seat 2; District No. 2/Seat 2; District No. 5/Seat 2 & District 9/Seat 1.

Mr. Sakuma administered the oath of office to Mr. Sexauer.

A **Motion** was made by Mr. Dassa CDD No. 1,3,5,9, seconded by Mr. Pittsley, and passed unanimously to adopt Resolution 2024-01.

E. ADDITIONS OR DELETIONS TO AGENDA

1. Temporary Construction Easement

A **Motion** was made by CDD No. 1 Mr. Dassa, seconded by Mr. Sexauer, and passed unanimously by CDD No. 1 to Adopt the agenda as amended.

F. COMMENTS FROM THE PUBLIC FOR DISTRICT ITEMS NOT ON THE AGENDA

There were no comments from the public.

G. CONSENT ITEMS

1. Approval of November 1st, 2023, Regular Board Meeting Minutes
2. Approve and Ratify WA #19-144-212; Plat 45
3. Approve and Ratify WA #19-144-213; Hegener Drive Extension
4. Approve 2022 and Ratify 2022 Bond Requisition (No. 15); District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure)
5. Approve and Ratify 2022 Bond Requisition (No. 16); District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure)
6. Approve and Ratify 2022 Bond Requisition (No. 17); District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure)

A **Motion** was made by CDD No. 1 Mr. Dassa seconded by Mr. Pittsley and passed unanimously by CDD No. 1 to Approve all item(s) under Consent.

H. OLD BUSINESS

There were no matters of old business to come before the Board.

I. NEW BUSINESS

1. Consider Engagement Letter for Bond Counsel and Disclosure Counsel Representation of Southern Grove CDD No. 5 (2024 Bonds)

A **Motion** was made by CDD No. 5 Mr. Dassa seconded by Mr. Pittsley and passed unanimously by CDD No. 5 to approve the engagement letter for bond counsel.

2. Memo No. 24-01; Voting Conflict of Interest-Supervisors Who (1) are Employed by or Affiliated with Owner of Developers of Lands Within the Districts, (2) are Elected by Landowners, and (3) are Not Employees of a Public Agency Landowner

General Counsel Susan Garrett provided the board with information on the voting conflict of interest item.

3. Consider Approval of Stars and Stripes Park Improvement and Art Donation Agreement

A **Motion** was made by CDD No. 5 Mr. Sexauer seconded by Mr. Dassa and passed unanimously by CDD No. 5 to approve the Stars and Stripes Park Improvement and Art Donation Agreement.

4. Consider Approval of Assignment of Site Contractor Agreement to Southern Grove CDD No. 5 Marshall Parkway 3 (2022 Projects)

A **Motion** was made by CDD No. 5 Mr. Sexauer seconded by Mr. Dassa and passed unanimously by CDD No. 5 to approve the assignment of the Site Contractor Agreement to Southern Grove CDD No. 5; Marshall Parkway 3 (2022 Project).

5. Consider Approval of Drainage and Irrigation Easement; Southern Grove CDD No. 5

A **Motion** was made by CDD No. 5 Mr. Dassa seconded by Mr. Sexauer and passed unanimously by CDD No. 5 to approve the drainage and irrigation easement; Southern Grove CDD No. 5

6. Temporary Construction Easement

A **Motion** was made by CDD No. 5 Mr. Sexauer seconded by Mr. Pittsley and passed unanimously by CDD No. 1 to Approve Temporary Construction Easement.

J. ADMINISTRATIVE MATTERS

1. Manager's Report

There was no Manager's report at this time.

2. Attorney's Report

There was no Attorney's report at this time.

3. Engineer's Report

There was no Engineer's report at this time.

4. Financial Report

There was no financial report at this time.

5. Founder's Report

There was no Founder's report at this time.

K. BOARD MEMBER COMMENTS

There were no Board comments.

L. ADJORNMENT

There being no further business to come before the Boards, Mr. Sexauer adjourned the meeting at 10:49a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

REQUISITION NO. 9

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2020
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2020-1 Acquisition and Construction Subaccount or 2020-2 Acquisition and Construction Subaccount (as indicated below) of the 2020 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Sixth Supplemental Indenture, dated as of June 1, 2020 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **9**
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$121,737.92**

The undersigned hereby certifies that:

1. This requisition is for a Cost of the 2020 CI Project payable from the (check applicable item):

 2020-1 Acquisition and Construction Subaccount that has not previously been paid

 X 2020-2 Acquisition and Construction Subaccount that has not previously been paid and all amounts on deposit in the 2020-1 Acquisition and Construction Subaccount have been requisitioned

AND

2. Each disbursement set forth above is a proper charge against the 2020-1 Acquisition and Construction Subaccount or 2020-2 Acquisition and Construction Subaccount noted above.

[Include if applicable:]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2020 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**


By: 
Responsible Officer Chair

Date: 2/20/2024

The undersigned, an authorized representative of the Consulting Engineers to the Issuer, hereby certifies that this disbursement is for a Cost of the 2020 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2020 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2020 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[CONSULTING ENGINEERS]

By: 
Name: J.P. "Butch" Terpening, P.E.
Title: District Engineer
Date: February 16, 2024

PAYMENT APPLICATION

Page 1

To: Mattamy Palm Beach, LLC

1500 Gateway Boulevard Suite 200
Boynton Beach, FL 33426PROJECT NAME: Marshall Pkwy Ext Ph III
AND LOCATION: Becker Road West of Tradition Pkwy

APPLICATION #: 1 Invoice #: 231600-01

EMAILEDFeb 15 2024
Matt Guettler

PROJECT #: 231600

PERIOD THRU: 1/25/2024

DATE OF CONTRACT: 1/2/2024

FROM: Guettler Brothers Construction LLC

4401 Whiteway Dairy Rd
Fort Pierce, FL 34947

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page(s) is attached.

1. CONTRACT AMOUNT	\$ 1,841,952.53
2. SUM OF ALL CHANGE ORDERS	\$ -
3. CURRENT CONTRACT AMOUNT	\$ 1,841,952.53
4. TOTAL COMPLETED & STORED	\$ 135,264.35
5. RETAINAGE:	
a. VARIABLE of Completed Work	\$ 13,526.44
b. 0% of Materials Stored	\$ -
TOTAL RETAINAGE	\$ 13,526.44
6. TOTAL COMPLETED & STORED LESS RETAINAGE	\$ 121,737.92
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$ -
8. PAYMENT DUE	\$ 121,737.92
9. BALANCE TO COMPLETION	\$ 1,720,214.62

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Guettler Brothers Construction LLC

By:

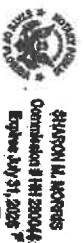
Benjamin Guettler

Date: 2/15/2024

State of: Florida

County of: Saint Lucie

Subscribed and sworn to before me this 15 day of February 2024

Notary Public: Sharon M. Morris
My Commission Expires: 7/31/2025

X Sharon M. Morris

ENGINEER'S CERTIFICATION

Engineer's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

\$121,737.92

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Engineer:

By:

Date: 2/15/24

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Ext Ph III

01

Invoice Date: 1/26/24

				CONTRACT AMOUNT						PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		RETAINAGE	
Item No.	FDOT Item No.	Owner Cost Code	Description	Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	PERCENT	AMOUNT		
A			EROSION CONTROL / CLEANING / MAINTENANCE																			
A1	100-1	300100	MOBILIZATION/GENERAL CONDITIONS/ROADS/MOT	1.00	LS	42,987.00	42,987.00	0.00	0.00	0%	0.25	10,746.75	25%	0.25	10,746.75	25%	0.75	32,240.25	10%	1,074.68		
A2	100-10-3	300300	SEDIMENT BARRIER	4,080.00	LF	1.97	8,037.60	0.00	0.00	0%	4,080.00	8,037.60	100%	4,080.00	8,037.60	100%	0.00	0.00	10%	803.76		
A3	100-11	300300	FLOATING TURBIDITY BARRIER	240.00	LF	12.82	3,076.80	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	240.00	3,076.80	10%			
A4	100-15	300300	SOILS TRACKING PREVENTION DEVICE	1.00	EA	5,000.00	5,000.00	0.00	0.00	0%	1.00	5,000.00	100%	1.00	5,000.00	100%	0.00	0.00	10%	500.00		
A5	100-18	300300	INLET PROTECTION SYSTEM	16.00	EA	94.18	1,506.88	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	16.00	1,506.88	10%			
A6	110-1	305100	CLEANING & GRUBBING (Diac Only)	7.60	AC	1,200.00	9,120.00	0.00	0.00	0%	7.60	9,120.00	100%	7.60	9,120.00	100%	0.00	0.00	10%	912.00		
A7	120-1	305100	REGULAR EXCAVATION	3,378.00	CY	5.00	16,890.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	3,378.00	16,890.00	10%			
A8	120-6	305100	EMBANKMENT	9,089.00	CY	16.00	146,465.00	0.00	0.00	0%	6,824.00	102,360.00	75%	6,824.00	102,360.00	75%	2,275.00	34,125.00	10%	10,236.00		
			SUBTOTAL				223,103.28		0.00	0%		135,264.35			135,264.35			87,838.93		13,029.44		

B			ROADWAY & PAVEMENT																	
B1	160-4	310300	TYPE B STABILIZATION (12" THICK)	9,767.00	SY	4.00	39,068.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	9,767.00	39,068.00	10%	-
B2	285-710	310300	OPTIONAL BASE, BASE GROUP 09 (18R 100)(10" THICK)	8,500.00	SY	20.00	170,000.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	8,500.00	170,000.00	10%	-
B3	327-70-01	310300	MILLING EXISTING ASPH PAV, 1" AVG DEPTH	130.00	SY	65.00	8,450.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	130.00	8,450.00	10%	-
B4	334-1-13	310300	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (SP-12.5) (2" THICK)	971.80	TON	185.00	180,683.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	971.80	180,683.00	10%	-
B5	337-7-82	310300	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (FC-9.5) (1" THICK)	455.90	TON	250.00	113,975.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	455.90	113,975.00	10%	-
B6	520-1-10	310405	CONCRETE CURB & GUTTER, TYPE F	3,632.00	LF	17.50	63,560.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	3,632.00	63,560.00	10%	-
B7	520-2-4	310405	CONCRETE CURB, TYPE D	80.00	LF	25.00	2,000.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	80.00	2,000.00	10%	-
B8	522-1	310400	CONCRETE SIDEWALK/PADS, 4" THICK	4,578.00	SY	55.00	251,790.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	4,578.00	251,790.00	10%	-
B9	527-2	312400	DEFECTABLE WARNING	80.00	SF	100.00	8,000.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	80.00	8,000.00	10%	-
B10	570-1-2	332100	PERFORMANCE TURF, SOD (BAHA)	22,956.00	SY	2.70	61,981.20	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	22,956.00	61,981.20	10%	-
B11	590-70		LANDSCAPE COMPLETE - TREES, SHRUBS, MULCH - BY OTHERS	1.00	LS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	1.00	0.00	10%	-
B12	590-80		IRRIGATION SYSTEM - BY OTHERS	1.00	LS	0.00	0.00	0.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%	1.00	0.00	10%	-
			SUBTOTAL				647,528.08		0.00	0%		0.00			0.00			647,528.08		-

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Exp Ph III

01

Invoice Date: 1/25/24

Item No.	FDOT Item No.	Owner Cost Code	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		REMAINAGE	
				Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	PERCENT
C			DRAINAGE																
C1	425-1-351	31010	INLETS, CURB, TYPE P-5, <10'	9.00	EA	8,253.72	74,283.48	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	9.00	74,283.48	10%
C2	425-1-361	31010	INLETS, CURB, TYPE P-6, <10'	2.00	EA	8,617.72	17,235.44	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	2.00	17,235.44	10%
C3	425-1-553	31010	INLETS, DITCH BOTTOM, TYPE E, <10'	3.00	EA	6,922.62	20,767.86	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	3.00	20,767.86	10%
C4	425-1-910	31010	INLETS, CLOSED FLOW	2.00	EA	9,024.52	18,048.04	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	2.00	18,048.04	10%
C5	425-2-51	31010	MANHOLE, P-7, <10'	2.00	EA	5,798.41	11,576.84	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	2.00	11,576.84	10%
C6	430-1-4-118	31010	PIPE CULVERT, HPP, ROUND, 18"	653.00	LF	69.92	45,657.76	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	653.00	45,657.76	10%
C7	430-1-4-124	31010	PIPE CULVERT, HPP, ROUND, 24"	1,068.00	LF	102.96	109,361.28	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1,068.00	109,361.28	10%
C8	430-1-4-130	31010	PIPE CULVERT, CAP, ROUND, 30"	238.00	LF	160.32	38,156.16	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	238.00	38,156.16	10%
C9	446-1-1	31010	EDGEWALL, STANDARD (DRAIN)	7,152.00	LF	28.06	200,665.12	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	7,152.00	200,665.12	10%
			SUBTOTAL				636,372.98		0.00			0.00			0.00			636,372.98	

FIBER OPTICS																				
D1	715-2-115	31010	2" CONDUIT (F&I UNDERGROUND, PVC SCHEDULE 40)	5,640.00	LF	11.96	65,762.40	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	5,640.00	65,762.40	10%	-
D2	633-1123	31010	FIBER OPTIC CABLE (96 STRAND)	1,860.00	LF	9.70	18,236.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1,860.00	18,236.00	10%	-
D3	635-2-11	31010	PULL & SPICE BOX (F&I) 13" x 24" COVER	3.00	EA	3,697.94	11,093.52	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	3.00	11,093.52	10%	-
SUBTOTAL							96,091.92		0.00			0.00			0.00			96,091.92		-

PAVEMENT MARKING AND SIGNAGE																				
E1	700-1-114	31240	SINGLE POST SIGN, F&I, GM, < 12 SF (R1-1-5TCF)	1.00	EA	265.00	265.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	265.00	10%	-
E2	700-1-118	31240	SINGLE POST SIGN, F&I, GM, < 12 SF (R1-2-WELD)	1.00	EA	525.00	525.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	525.00	10%	-
E3	700-1-11C	31240	SINGLE POST SIGN, F&I, GM, < 12 SF (R2-1-SPEED LIMIT)	3.00	EA	525.00	1,575.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	3.00	1,575.00	10%	-
E4	700-1-11D	31240	STREET SIGNS (MARSHALL PARKWAY)	1.00	EA	491.00	491.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	491.00	10%	-
E5	700-1-11E	31240	STREET SIGNS (COMMUNITY BLVD)	1.00	EA	491.00	491.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	491.00	10%	-
E6	700-1-11F	31240	SINGLE POST SIGN, F&I, GM, < 12 SF (W1-2-6) ROUNDABOUT CIRCULATION PLaque	1.00	EA	550.00	550.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	550.00	10%	-
E7	700-1-11G	31240	SINGLE POST SIGN, F&I, GM, < 12 SF (W13-1P) ROUNDABOUT SPEED LIMIT	1.00	EA	550.00	550.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	550.00	10%	-

CONTINUATION PAGE - COMPLETED WORK

Payment Application containing Contractor's signature is attached.

PROJECT: Marshall Pkwy Exl Ph III

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Invoice Date: 1/28/24

				CONTRACT AMOUNT			PREVIOUSLY COMPLETED			CURRENTLY COMPLETED			COMPLETED TO DATE			BALANCE TO COMPLETE		RETAINAGE		
Item No.	FDOT Item No.	Owner Cost Code	Description	Qty	Unit	Price	Amount	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	Percent	Qty	Amount	PERCENT	AMOUNT
E8	700-3-11H	31240	SINGLE POST SIGN, F&B GM, < 12 SF (W11-2) PEDESTRIAN CROSSING SIGN	2.00	EA	550.00	1,100.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	2.00	1,100.00	10%	-
E9	700-3-11J	31240	SINGLE POST SIGN, F&B GM, < 12 SF (W16-7P) PEDESTRIAN CROSSING SIGN	2.00	EA	550.00	1,100.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	2.00	1,100.00	10%	-
E10	700-3-11J	31240	SINGLE POST SIGN, F&B GM, < 12 SF (R4-7) KEEP RIGHT	1.00	EA	550.00	550.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	550.00	10%	-
E11	706-3	31240	RETRO-REFLECTIVE/PAISED PAVEMENT MARKERS	120.00	EA	6.00	720.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	120.00	720.00	10%	-
E12	711-11-121	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	4,220.00	LF	2.00	8,440.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	4,220.00	8,440.00	10%	-
E13	711-11-123	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	195.00	LF	1.80	351.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	195.00	351.00	10%	-
E14	711-11-124	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	220.00	LF	2.00	440.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	220.00	440.00	10%	-
E15	711-11-125	31240	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	170.00	LF	2.00	340.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	170.00	340.00	10%	-
E16	711-11-144	31240	THERMOPLASTIC, STANDARD, WHITE, 2" - 2" DOT	36.00	LF	2.00	72.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	36.00	72.00	10%	-
E17	711-11-170	31240	THERMOPLASTIC, STANDARD, WHITE, ARROW	6.00	EA	2.00	12.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	6.00	12.00	10%	-
E18	711-11-180	31240	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	15.00	LF	2.00	30.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	15.00	30.00	10%	-
E19	711-11-221	31240	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	3,900.00	LF	3.50	13,650.00	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	3,900.00	13,650.00	10%	-
SUBTOTAL							28,962.00		0.00	0.00		0.00	0.00		0.00	0.00		28,962.00		-

F			UTILITIES																	
F1	1090-31206	31020	UTILITY PIPE, F&B, 6" WATER MAIN	164.00	LF	41.82	6,874.88	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	164.00	6,874.88	10%	-
F2	1090-32108	31020	UTILITY FUTURE, TAPPING SADDLE/SLEEVE, F&B, 8" x 6"	1.00	EA	5,512.34	5,512.34	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	1.00	5,512.34	10%	-
F3	1090-32115	31020	UTILITY FUTURE, TAPPING SADDLE/SLEEVE, F&B, 16" x 6"	3.00	EA	6,393.19	19,179.57	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	3.00	19,179.57	10%	-
F4	1090-32102	31020	UTILITY FUTURE, SAMPLE POINT	4.00	EA	736.81	2,947.24	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	4.00	2,947.24	10%	-
F5	1044-112-06	31020	FIRE HYDRANT ASSEMBLY w/ VALVE & FITTINGS	4.00	EA	8,556.78	34,143.12	0.00	0.00	0%		0.00	0%	0.00	0.00	0%	4.00	34,143.12	10%	-
			SUBTOTAL				68,674.16	0.00	0.00	0%		0.00	0%		0.00	0%		68,674.16		
			ORIGINAL CONTRACT TOTAL				1,641,852.53	0.00	0.00	0%		133,294.35	0%		133,294.35	0%		1,706,856.18		13,526.44
			TOTAL WORK COMPLETED				1,641,852.53	0.00	0.00	0%		133,294.35	0%		133,294.35	0%		1,706,856.18		13,526.44

Summary of Matters Related to Bond-Related Resolutions To Be Considered on March 6, 2024

Southern Grove Community Development District No. 5 (“District No. 5”) has previously issued its Special Assessment Bonds, Series 2019 (Community Infrastructure) (the “2019 Bonds”), its Special Assessment Bonds, Series 2020 (Community Infrastructure) (the “2020 Bonds”), its Special Assessment Bonds, Series 2021 (Community Infrastructure) (the “2021 Bonds”), its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the “2022-1 Bonds”) and its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the “2022-2 Bonds” and together with the 2019 Bonds, the 2020 Bonds, the 2021 Bonds, the 2022-1 Bonds and the 2022-2 Bonds the “Prior Bonds”) to finance and refinance a portion of the public infrastructure and improvements benefitting all assessable property in the Southern Grove Community Development Districts (the “Community Infrastructure”).

The following summarizes certain matters relating to the proposed issuance of the 2024 Bonds (hereinafter defined).

1. In order to now finance the costs of an additional portion of the Community Infrastructure, it is proposed that District No. 5 issue its Special Assessment Bonds, Series 2024 (Community Infrastructure) (the “2024 Bonds”) and apply the proceeds thereof, together with other legally available funds (consisting of amounts representing Community Infrastructure Assessments previously collected and available proceeds of certain of the Prior Bonds, other than the 2022-2 Bonds), to pay all or a portion of the costs of certain Community Infrastructure described in a Supplemental Engineer’s Report (the “Supplemental Engineer’s Report”) prepared by Culpepper and Turpening, Inc. (the “2024 CI Project”), pay a portion of the interest coming due on the 2024 Bonds, make a deposit to the applicable reserve account for the 2024 Bonds, and pay costs of issuance of the 2024 Bonds.

2. The 2024 Bonds will be payable from the revenues derived from the collection of Community Infrastructure Assessments (the “2024 CI Assessments”) levied and to be collected in the “2024 Assessment Area” (which is not already subject to Community Infrastructure assessments relating to the Prior Bonds). The “2024 Assessment Area” consists of certain assessable District Lands within the boundaries of District No. 5 and Southern Grove Community Development District Nos. 2, 4, 6, 8, 9 and 10, as shall be more fully described in the 2024 Supplemental Assessment Report (hereinafter defined).

It is proposed that District No. 5 adopt Resolution No. 2024-03 (the “Delegation Resolution”) which authorizes the issuance of the 2024 Bonds and provides for other matters related thereto, including with respect to the marketing and sale of the 2024 Bonds, in all cases subject to the parameters set forth in the Delegation Resolution. The anticipated structure for the 2024 Bonds is set forth in the form of the Ninth Supplemental Trust Indenture attached as Exhibit A to the Delegation Resolution.

3. It is also proposed that Southern Grove Community Development District Nos. 1,2,3,4, 6, 7, 8, 9 and 10 adopt joint Resolution No. 2024-04 (i) approving the execution of a joinder to the Ninth Supplemental Trust Indenture relating to the 2024 Bonds, (ii) acknowledging

that the 2024 Bonds will be payable from the 2024 CI Assessments levied in the 2024 Assessment Area, and (iii) acknowledging that Southern Grove Districts with jurisdiction over the District Lands in the 2024 Assessment Area as of the date of issuance of the 2024 Bonds will adopt a joint resolution after the pricing of the 2024 Bonds, but prior to the issuance of the 2024 Bonds, that will become part of the assessment proceedings. This subsequent resolution will designate the 2024 Assessment Area, reflect the final pricing details of the 2024 Bonds, adopt a final assessment roll for the 2024 CI Assessments and approve a supplemental assessment report in connection with the 2024 Bonds (the “2024 Supplemental Assessment Report”).

4. Further it is proposed that all of the Southern Grove Community Development Districts adopt joint Resolution No. 2024-05 approving the 2024 Supplemental Engineer’s Report, substantially in the form attached to the resolution.

RESOLUTION NO. 2024-03

A RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 AUTHORIZING THE ISSUANCE OF ITS NOT EXCEEDING \$10,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2024 (COMMUNITY INFRASTRUCTURE), THE PROCEEDS OF WHICH WILL BE USED, TOGETHER WITH OTHER LEGALLY AVAILABLE FUNDS OF THE ISSUER, TO PAY A PORTION OF THE COSTS OF THE 2024 CI PROJECT COMPRISING COMMUNITY INFRASTRUCTURE, PAY A PORTION OF THE INTEREST COMING DUE ON THE 2024 BONDS, FUND THE INITIAL 2024 RESERVE ACCOUNT REQUIREMENT FOR THE 2024 BONDS, AND PAY COSTS OF ISSUANCE OF THE 2024 BONDS; APPROVING THE FORM OF A NINTH SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE 2024 BONDS AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE 2024 BONDS; AUTHORIZING THE APPLICATION OF THE PROCEEDS OF THE 2024 BONDS; PROVIDING FOR REDEMPTION OF THE 2024 BONDS; PROVIDING FOR THE NEGOTIATED SALE OF THE 2024 BONDS; APPROVING THE FORM, AND AUTHORIZING THE EXECUTION, OF A BOND PURCHASE CONTRACT FOR THE 2024 BONDS; DELEGATING TO THE CHAIR OR VICE-CHAIR THE AUTHORITY TO AWARD THE 2024 BONDS WITHIN THE PARAMETERS SPECIFIED HEREIN; APPROVING THE FORM, AND AUTHORIZING THE USE, OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE 2024 BONDS AND THE PREPARATION OF A SUPPLEMENTAL ENGINEER'S REPORT AND PRELIMINARY AND FINAL ASSESSMENT METHODOLOGY REPORTS; APPROVING THE DISTRIBUTION OF A FINAL LIMITED OFFERING MEMORANDUM FOR THE 2024 BONDS AND THE EXECUTION THEREOF; APPROVING THE FORM, AND AUTHORIZING THE EXECUTION, OF A CONTINUING DISCLOSURE AGREEMENT WITH RESPECT TO THE 2024 BONDS; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the "Board") of Southern Grove Community Development District No. 5 (the "Issuer" or "District No. 5") is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, its Charter (Ordinance No. 07-37 enacted by the governing body of the City of Port St. Lucie, Florida (the "City") on April 9, 2007, as amended) and other applicable provisions of law (collectively, the "Act"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Master

Indenture, Ninth Supplemental Indenture or in the District Development Interlocal Agreement (as defined in the Ninth Supplemental Indenture), as applicable.

SECTION 2. FINDINGS.

A. The Issuer confirms its acceptance of the designation as the “Issuer” under the District Development Interlocal Agreement. The Issuer hereby acknowledges that District No. 1, as the current Administration District under the District Development Interlocal Agreement, will be responsible for all matters relating to the operation and maintenance of the 2024 CI Project (as defined in the Ninth Supplemental Indenture) and the levy, collection and enforcement of the 2024 CI Assessments, as contemplated by the District Development Interlocal Agreement.

B. The Issuer has entered into the Master Trust Indenture (the “Master Indenture”) dated December 17, 2014 with U.S. Bank National Association, as Trustee (the “Trustee”) to secure the issuance from time to time of its Bonds in one or more Series.

C. Pursuant to Resolution No. 2013-06 adopted by the Board on July 9, 2013 (the “Validation Resolution”), the Issuer has previously authorized the issuance, sale and delivery of not to exceed \$610,000,000 of its Bonds in one or more Series, inclusive of its own District Infrastructure Bonds (as defined in the District Development Interlocal Agreement) in an aggregate principal amount not exceeding \$43,050,000 in one or more Series, to be issued pursuant to the Master Indenture.

D. The District Development Interlocal Agreement and the Bonds, among other matters, were validated by final judgment of the Circuit Court in and for St. Lucie County, Florida on September 10, 2013.

E. The Issuer hereby determines that it is now necessary and desirable to issue its Special Assessment Bonds, Series 2024 (Community Infrastructure) (the “2024 Bonds”), the proceeds of which will be applied, together with other legally available funds of the Issuer, if any, to: (i) pay a portion of the Costs of the 2024 CI Project (hereinafter defined); (ii) pay interest on the 2024 Bonds through approximately November 1, 2024 or such other date specified in the Limited Offering Memorandum as permitted by applicable Florida law and the Code; (iii) fund the initial 2024 Reserve Account Requirement for the 2024 Bonds; and (iv) pay costs of issuance of the 2024 Bonds.

F. The Board of the Issuer and the respective Board of Supervisors of certain of the Other Districts have duly adopted resolutions (which are part of the “Assessment Proceedings,” as defined in the Ninth Supplemental Indenture), following public hearings conducted in accordance with the Act, where applicable, to establish and levy the Community Infrastructure Assessments as contemplated by the District Development Interlocal Agreement. As a condition to the issuance of the 2024 Bonds, the Board of the Issuer and the respective Board of Supervisors of the applicable Other Districts with jurisdiction over the District Lands to be subject to the 2024 CI Assessments will adopt one or more resolutions (which will be part of the Assessment Proceedings) specifically designating a portion of the Community Infrastructure Assessments as the 2024 CI Assessments to be collected with respect to certain assessable District Lands within the boundaries of the Issuer and such Other Districts (the “2024 Assessment Area”) and which benefit from the 2024 CI Project.

G. The 2024 Bonds will be payable from and secured by the 2024 CI Assessments to be collected with respect to certain assessable District Lands in the 2024 Assessment Area benefited by the 2024 CI Project, which, together with the 2024 Pledged Funds and Accounts, will comprise the 2024 Trust Estate, provided, however, that the funds on deposit in the 2024 Costs of Issuance Subaccount, the 2024 Acquisition and Construction Subaccount, the 2024 Reserve Account and the 2024 Capitalized Interest Subaccount are held solely for the benefit of the 2024 Bonds. The 2024 Trust Estate shall constitute a “Series Trust Estate” as defined in the Master Indenture.

H. Due to the present volatility of the market for tax-exempt obligations such as the 2024 Bonds and the complexity of the transactions relating to the 2024 Bonds, it is in the best interests of the Issuer to sell the 2024 Bonds by a delegated, negotiated sale, rather than at a specified advertised date, in order to permit the Issuer to enter the market at the most advantageous time and to obtain the best possible price and interest rate for the 2024 Bonds.

I. The Issuer now desires to authorize the issuance of the 2024 Bonds and the application of the proceeds of the 2024 Bonds and to approve various instruments in connection therewith, including the Ninth Supplemental Indenture.

SECTION 3. RATIFICATION OF MASTER INDENTURE; AUTHORIZATION OF 2024 CI PROJECT.

(a) The Master Indenture is hereby ratified and confirmed.

(b) For purposes hereof, the term “2024 CI Project” shall have the meaning ascribed thereto in the Ninth Supplemental Indenture. The 2024 CI Project is hereby authorized and approved as a Series Project relating to Community Infrastructure within the meaning of the Master Indenture.

SECTION 4. AUTHORIZATION OF 2024 BONDS; APPROVAL OF NINTH SUPPLEMENTAL INDENTURE.

(a) Subject to the provisions of Section 7 hereof, the Issuer hereby authorizes the issuance of the 2024 Bonds in the aggregate principal amount of not exceeding \$10,000,000 to be known as the “Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2024 (Community Infrastructure)” for the purpose of providing funds, which together with other legally available funds of the Issuer, if any, will be applied to: (i) pay a portion of the Costs of the 2024 CI Project; (ii) pay interest on the 2024 Bonds through approximately November 1, 2024 or such other date specified in the Limited Offering Memorandum as permitted by applicable Florida law and the Code; (iii) fund the initial 2024 Reserve Account Requirement for the 2024 Bonds; and (iv) pay costs of issuance of the 2024 Bonds.

(b) Prior to or contemporaneously with the issuance and delivery of the 2024 Bonds, the Issuer and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as Trustee, shall enter into the Ninth Supplemental Trust Indenture supplementing the Master Indenture (the “Ninth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”). The Ninth Supplemental Indenture shall be in substantially the form attached hereto as Exhibit A, with such insertions, modifications and changes as may be approved by the Chair (the “Chair”) or the Vice-Chair (the “Vice-Chair”) of the Board. Upon such approval, the Chair or Vice-Chair is hereby authorized and directed to execute, and the Secretary

(the “Secretary”) or any Assistant Secretary (each, an “Assistant Secretary”) of the Board is hereby authorized and directed to attest, the Ninth Supplemental Indenture. Such execution shall constitute conclusive approval of any insertions, modifications or changes to the Ninth Supplemental Indenture from the form thereof presented to the Board.

(c) Prior to the issuance of the 2024 Bonds, the Issuer shall comply with the conditions precedent to the issuance of the 2024 Bonds set forth in Section 3.01 of the Master Indenture. The 2024 Bonds shall be substantially in the respective forms attached as an exhibit to the Ninth Supplemental Indenture and shall be executed on behalf of the Issuer in the manner provided in the Indenture. Upon satisfaction of the conditions precedent to the issuance of the 2024 Bonds set forth herein and in the Indenture, the Chair or Vice-Chair is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the 2024 Bonds and to deliver the 2024 Bonds as provided in the Indenture.

(d) U.S. Bank Trust Company, National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Indenture with respect to the 2024 Bonds.

(e) The 2024 Bonds shall be issued in fully registered form, without coupons. The 2024 Bonds will be dated as of their date of issuance or such other date as is set forth in the Ninth Supplemental Indenture and will be issued in the Authorized Denominations as set forth in the Ninth Supplemental Indenture. The 2024 Bonds will bear interest payable semi-annually on November 1 and May 1 of each year, commencing November 1, 2024 or such other date as may be set forth in the Ninth Supplemental Indenture.

(f) A book-entry only system of registration is hereby authorized for the 2024 Bonds and shall be provided for in the Ninth Supplemental Indenture. So long as the Issuer shall maintain a book-entry-only system with respect to the 2024 Bonds, the following provisions shall apply:

The 2024 Bonds shall initially be issued in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), which will act as securities depository for the 2024 Bonds and so long as the 2024 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and of the Indenture. On original issue, the 2024 Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the beneficial ownership interests of its participants (“DTC Participants”), and other institutions who clear through or maintain a custodial relationship with DTC Participants (“Indirect Participants”). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the 2024 Bonds (“Beneficial Owners”).

Principal and interest prior to and at maturity shall be payable directly to Cede & Co., as the registered owner of the 2024 Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments to Indirect Participants shall be the responsibility of DTC Participants, and payments by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee, the Bond Registrar, the Paying Agent or the Issuer.

The 2024 Bonds shall initially be issued in the form of one fully registered Bond for each maturity. Individuals may purchase beneficial interests in the amount of \$5,000 or integral multiples

thereof in book-entry-only form, without certificated 2024 Bonds, through the DTC Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE 2024 BONDS, ANY NOTICE TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICE TO DTC PARTICIPANTS AND DTC PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICE TO INDIRECT PARTICIPANTS, AND DTC PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICE TO BENEFICIAL OWNERS.

The Issuer has entered into a customary letter of representations with DTC providing for such a book-entry-only system (the “DTC Agreement”). The Chair or Vice-Chair is hereby authorized and directed to execute the DTC Agreement. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository or discontinue such book-entry-only system. If the Issuer does not replace DTC, the Bond Registrar will register and deliver to the Beneficial Owners replacement 2024 Bonds in the form of fully registered 2024 Bonds in denominations of \$5,000 or integral multiples thereof, in accordance with instructions from Cede & Co.

Neither the Issuer, nor the Bond Registrar have any responsibility or obligations to the DTC Participants, Indirect Participants or the Beneficial Owners with respect to: (a) the accuracy of any records maintained by DTC or any DTC Participant or Indirect Participant; (b) the payment by DTC or any DTC Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the 2024 Bonds; (c) the delivery or timeliness of delivery by DTC or any DTC Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to Bondholders; (d) the selection of the Beneficial Owners to receive payments in the event of any partial redemption of the 2024 Bonds; or (e) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Bondholder.

(g) The Chair and the District Manager are each hereby authorized to request the appropriate authorized officers of each of the current Other Districts to execute a joinder to the Ninth Supplemental Indenture.

SECTION 5. REDEMPTION PROVISIONS. Subject to the provisions of Section 7 hereof, the 2024 Bonds shall be subject to such optional redemption, mandatory redemption and/or extraordinary redemption provisions as shall be provided in the Ninth Supplemental Indenture. The 2024 Bonds may be issued, all or in part, as Serial Bonds and/or Term Bonds and the amounts, if any, required to be deposited in each year to the 2024 Sinking Fund Account established under the Ninth Supplemental Indenture in respect of 2024 Term Bonds shall constitute the Amortization Installments for such 2024 Term Bonds.

SECTION 6. APPLICATION OF THE PROCEEDS OF THE 2024 BONDS. The proceeds derived from the sale of the 2024 Bonds shall be applied by the Issuer simultaneously with the delivery of the 2024 Bonds for the purposes stated in, and in a manner consistent with the Ninth Supplemental Indenture. The specific amounts to be deposited in the accounts and subaccounts securing the 2024 Bonds under the Indenture shall be as set forth in the Ninth Supplemental Indenture and/or the Authorized Representative’s Certificate.

SECTION 7. SALE OF THE 2024 BONDS. The 2024 Bonds shall be sold to MBS Capital Markets, LLC, as the underwriter (the “Underwriter”), upon the terms and conditions set forth in the Bond Purchase Contract attached hereto as Exhibit B (the “Bond Purchase Contract”). Said Bond Purchase Contract, substantially in the form attached hereto, is hereby approved, with such insertions, modifications and changes as may be approved by the Chair or Vice-Chair. Upon such approval, the Chair or Vice-Chair is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the Bond Purchase Contract and to accept the disclosure and truth-in-bonding statement to be provided by the Underwriter pursuant to Section 218.385, Florida Statutes; provided, however that the terms of such Bond Purchase Contract must provide that (i) the aggregate principal amount of the 2024 Bonds shall not exceed \$10,000,000; (ii) the final maturity of the 2024 Bonds shall not be later than May 1, 2050; (iii) the per annum interest rate or rates on the 2024 Bonds shall not exceed the maximum rate per annum permitted by applicable law; (iv) the 2024 Bonds shall be subject to optional redemption no later than May 1, 2036, at a redemption price not greater than 100% of the principal amount of the 2024 Bonds to be redeemed; (v) the price (exclusive of original issue discount and original issue premium) at which the 2024 Bonds shall be sold to the Underwriter shall not be less than 98% of the amount for which the 2024 Bonds are initially offered to the public as reflected in the Limited Offering Memorandum referred to in Section 8 hereof; and (vi) unless the 2024 Bonds have an investment grade rating from S&P Global Ratings, Fitch Ratings and/or Moody’s Investor Services, Inc., the 2024 Bonds shall only be sold by the Underwriter to accredited investors within the meaning of the rules of the Florida Department of Financial Services. The execution and delivery of the Bond Purchase Contract by the Chair or Vice-Chair shall constitute conclusive evidence of the approval by the Issuer thereof.

SECTION 8. PRELIMINARY LIMITED OFFERING MEMORANDUM AND FINAL LIMITED OFFERING MEMORANDUM AND RELATED MATTERS. The Preliminary Limited Offering Memorandum relating to the 2024 Bonds, in substantially the form submitted at this meeting and attached hereto as Exhibit C, is hereby approved with respect to the information therein contained. The printing, distribution and use of the Preliminary Limited Offering Memorandum in connection with the public offering for sale of the 2024 Bonds is hereby authorized. The execution by the Chair or Vice-Chair of a certificate deeming the Preliminary Limited Offering Memorandum final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, is hereby authorized. The Chair or Vice-Chair is hereby authorized to have prepared and to execute a final Limited Offering Memorandum to be dated the date of execution of the Bond Purchase Contract, and, upon such execution, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2024 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum, with such changes as necessary to conform the details of the 2024 Bonds and the requirements of the Bond Purchase Contract and such other insertions, modifications and changes as may be approved by the Chair or Vice-Chair. The execution and delivery of the Limited Offering Memorandum by the Chair or Vice-Chair shall constitute conclusive evidence of the approval thereof. The Issuer hereby authorizes the Limited Offering Memorandum and the information contained therein to be used in connection with the offering and sale of the 2024 Bonds. The preparation, and use, of the 2024 Supplemental Engineer’s Report as an appendix to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is hereby authorized. The preparation by Special District Services, Inc., as the District’s assessment consultant, of a preliminary 2024 Supplemental Assessment Report reflecting the estimated details of the 2024 Bonds and of a final 2024

Supplemental Assessment Report reflecting the final details of the 2024 Bonds is hereby authorized, and the use of such reports, as applicable, as an appendix to the Preliminary Limited Offering Memorandum and Limited Offering Memorandum is hereby authorized.

SECTION 9. CONTINUING DISCLOSURE. The Continuing Disclosure Agreement, substantially in the form attached hereto as Exhibit D, is hereby approved with such insertions, modifications and deletions as may be approved by the Chair or Vice-Chair. Special District Services, Inc. is hereby approved to serve as the initial Dissemination Agent thereunder. The Chair or Vice-Chair is hereby authorized to execute, and the Secretary or any Assistant Secretary is authorized and directed to attest, the Continuing Disclosure Agreement. The execution and delivery of the Continuing Disclosure Agreement by the Chair or Vice-Chair shall constitute conclusive evidence of the approval thereof.

SECTION 10. MISCELLANEOUS. The Chair, Vice-Chair, Secretary and any Assistant Secretary of the Board, the Issuer's District Counsel, Bond Counsel, District Manager, Consulting Engineers, and special assessment consultant and other authorized officers of the Issuer are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the Issuer that are necessary or desirable in connection with the 2024 CI Project, the Indenture, the 2024 Bonds, the Bond Purchase Contract, the Continuing Disclosure Agreement, or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution or the Indenture, and all such actions heretofore taken are hereby ratified and approved.

SECTION 11. SEVERABILITY AND CONFLICTS. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid. All resolutions or parts thereof of the Issuer in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 12. EFFECTIVE DATE This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the Southern Grove Community Development District No. 5 this 6th day of March, 2024.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

[SEAL]

Chair

ATTEST:

District Secretary

EXHIBIT A
FORM OF NINTH SUPPLEMENTAL INDENTURE

EXHIBIT B
FORM OF BOND PURCHASE CONTRACT

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

RESOLUTION NO. 2024-04

A JOINT RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 APPROVING THE JOINER TO A NINTH SUPPLEMENTAL TRUST INDENTURE RELATING TO THE SPECIAL ASSESSMENT BONDS, SERIES 2024 (COMMUNITY INFRASTRUCTURE) TO BE ISSUED BY SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5; ACKNOWLEDGING CERTAIN ACTIONS TO BE TAKEN BY THE DISTRICTS IN CONNECTION WITH COMMUNITY INFRASTRUCTURE ASSESSMENTS; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE RESPECTIVE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the “Board”) of each of Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 6, Southern Grove Community Development District No. 7, Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9 and Southern Grove Community Development District No. 10 (collectively, the “Other Districts”) is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, the respective charters of such districts and other applicable provisions of law. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in Resolution No. 2024-03 adopted by Southern Grove Community Development District No. 5 (the “Issuer”) on the date

hereof (the “Award Resolution”) or in the Ninth Supplemental Indenture or in the District Development Interlocal Agreement (as defined in the Ninth Supplemental Indenture).

SECTION 2. FINDINGS.

A. The Other Districts confirm the designation of the Issuer as the “Issuer” and the designation of District No. 1 as the “Administration District,” in each case within the meaning of the District Development Interlocal Agreement. District No. 1 hereby accepts its designation as such Administration District.

B. The Other Districts acknowledge that the Award Resolution authorizes not exceeding \$10,000,000 of the Issuer’s Special Assessment Bonds, Series 2024 (Community Infrastructure) (the “2024 Bonds”) to be issued pursuant to the Master Indenture, as supplemented by the Ninth Supplemental Indenture, the proceeds of which will be applied, together with other legally available funds to (i) pay a portion of the Costs of the 2024 CI Project, provided, however proceeds of the 2024 CI Bonds will not be used to fund any costs associated with the portion of the TIM Project; (ii) pay interest on the 2024 Bonds through November 1, 2024; (iii) fund the initial 2024 Reserve Account Requirement for the 2024 Bonds; and (iv) pay costs of issuance of the 2024 Bonds. The Other Districts further acknowledge that, notwithstanding the foregoing, the funds on deposit in the 2024 Costs of Issuance Subaccount, the 2024 Acquisition and Construction Subaccount, the 2024 Reserve Account and the 2024 Capitalized Interest Subaccount are held solely for the benefit of the 2024 Bonds. The Other Districts further acknowledge that the 2024 Bonds will be payable from and secured by the 2024 Trust Estate, as defined in the Ninth Supplemental Indenture, which is comprised primarily of the revenues collected from the levy of a portion of the Community Infrastructure Assessments designated as the “2024 CI Assessments” on certain assessable District Lands in the boundaries of the Issuer and certain of the Other Districts with jurisdiction over the District Lands to be subject to the 2024 CI Assessments, to be designated as the “2024 Assessment Area.”

C. Each of the Other Districts now desire to authorize the execution of a joinder (the “Joinder”) to the Ninth Supplemental Indenture, in the event the 2024 Bonds are issued as contemplated by the Award Resolution. Each of the Other Districts also desires to acknowledge that, in connection with the issuance of the 2024 Bonds the Issuer and the applicable Other Districts with jurisdiction over the District Lands in the 2024 Assessment Area, as hereinafter described, will adopt a supplemental assessment resolution providing for certain matters relating to the levy and collection of the 2024 Assessments in the 2024 Assessment Area, as more fully described herein.

SECTION 3. AUTHORIZATION OF JOINDER AND NINTH SUPPLEMENTAL INDENTURE; MATTERS RELATING TO 2024 ASSESSMENTS.

(a) The respective Board of each of the Other Districts hereby authorizes the execution of the Joinder to the Ninth Supplemental Indenture. The Ninth Supplemental Indenture, which includes the Joinder, shall be in substantially the form attached as an exhibit to the Award Resolution, with such insertions, modifications and changes as may be approved by the Issuer. Upon such approval, and at the request of an Authorized Officer of the Issuer, the Chair or Vice-Chair of each of the Other Districts is hereby authorized and directed to execute, and the Secretary (the “Secretary”) or any Assistant Secretary (each, an “Assistant Secretary”) of

the Board of each of the Other Districts is hereby authorized and directed to attest, the Joinder to the Ninth Supplemental Indenture. Such execution shall constitute conclusive approval of the Joinder and of the Ninth Supplemental Indenture by each of the Other Districts.

(b) The respective Board of each of the Other Districts hereby acknowledges and agrees that, in connection with the issuance of the 2024 Bonds, the Issuer and Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 6, Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9 and Southern Grove Community Development District No. 10 will adopt a joint supplemental assessment resolution (the “Supplemental Assessment Resolution”) which, among other matters, designates the 2024 Assessment Area and approves a supplemental assessment methodology report prepared by Special District Services, Inc. to reflect the allocation of a portion of the Community Infrastructure Assessments, designated as the 2024 Assessments, to the assessable District Lands in the 2024 Assessment Area, based on the final pricing details of the 2024 Bonds. The respective Board of each of the Other Districts hereby acknowledges and agrees that the Supplemental Assessment Resolution will be part of the Assessment Proceedings (as defined in the Ninth Supplemental Indenture).

SECTION 4. MISCELLANEOUS. The Chair, Vice-Chair, Secretary and any Assistant Secretary of the Board of each of the Other Districts, the District Counsel of each of the Other Districts, and the District Manager of each of the Other Districts are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the applicable Other Districts that are necessary or desirable in connection with the 2024 Bonds, the Joinder, the Ninth Supplemental Indenture and the 2024 Assessments or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution, and all such actions heretofore taken are hereby ratified and approved.

SECTION 5. SEVERABILITY AND CONFLICTS. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid. All resolutions or parts thereof of the Other Districts in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the respective Board of Supervisors of each of the Other Districts this 6th day of March, 2024.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 10**

[SEAL]

Chair

ATTEST:

District Secretary

RESOLUTION NO. 2024-05

A JOINT RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10 APPROVING A SUPPLEMENT TO THE SECOND AMENDED AND RESTATED MASTER ENGINEER'S REPORT, AS SUPPLEMENTED AND AMENDED, THAT IS PART OF THE ASSESSMENT PROCEEDINGS RELATING TO COMMUNITY INFRASTRUCTURE PREVIOUSLY ADOPTED BY THE DISTRICTS; PROVIDING WHEN THE MATTERS ADDRESSED HEREIN BECOME EFFECTIVE; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE RESPECTIVE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 7, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 9 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 10:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the "Board") of each of Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 5, Southern Grove Community Development District No. 6, Southern Grove Community Development District No. 7, Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9 and Southern Grove Community Development District No. 10 (collectively, the "Districts") is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, the respective charters of the Districts and other applicable provisions of law. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in Resolution No. 2019-15 adopted by Southern Grove Community Development District No. 5 (the "Issuer") on September 4, 2019 (the "2019 Equalizing

Resolution”) or in the District Development Interlocal Agreement (as defined in the 2019 Equalizing Resolution).

SECTION 2. FINDINGS. The respective Board of Supervisors of each of the Districts hereby finds and determines as follows:

A. Prior to the date hereof, the Districts have taken certain actions with respect to the establishment, levy and collection of the Community Infrastructure Assessments on assessable District Lands within their respective boundaries, including, but not limited to, Resolution Nos. 2013-02 and 2013-03 adopted by the Board of Supervisors of the Issuer and the respective Board of Supervisors of each of the Other Districts on February 21, 2013, Resolution Nos. 2013-04 adopted by the Board of Supervisors of the Issuer and the respective Board of Supervisors of each of the Other Districts on May 14, 2013 and certain supplemental proceedings undertaken by the Issuer and/or the Other Districts, including, but not limited to, joint Resolution No. 2019-14 and 2020-08 adopted by the respective Board of Supervisors of the Other Districts on August 1, 2019 and May 13, 2020, Resolution Nos. 2019-12 and 2019-13 adopted by the Board of Supervisors of the Issuer on August 1, 2019 and the 2019 Equalizing Resolution (collectively, the “Prior Assessment Proceedings”).

B. As part of the Prior Assessment Proceedings, the Board of Supervisors of each of the Districts have approved the Second Amended and Restated Master Engineer’s Report dated July 9, 2013, as supplemented by reports dated July 8, 2014, December 9, 2014 and August 1, 2019, as further supplemented and amended (collectively, the “Engineer’s Report”), each prepared by Arcadis U.S., Inc. or Culpepper and Turpening, Inc., as the Districts’ Consulting Engineers.

C. Pursuant to the authority delegated to it by the District Development Interlocal Agreement, the Issuer proposes to issue its Special Assessment Bonds, Series 2024 (Community Infrastructure) (the “2024 Bonds”).

D. In connection with the proposed issuance of the 2024 Bonds, Culpepper and Turpening, Inc., as the Districts’ Consulting Engineers, has prepared a supplement to the Engineer’s Report, in the form attached hereto as Exhibit A (the “Supplemental Engineer’s Report”), which, among other matters, provides information regarding the portions of Community Infrastructure eligible to be financed, all or in part, by proceeds of the 2024 Bonds (the “2024 CI Project”); provided, however proceeds of the 2024 CI Bonds will not be used to fund any costs associated with TIM Project (as defined in the form of the Ninth Supplemental Trust Indenture relating to the 2024 CI Bonds approved by the Issuer).

E. Because the Supplemental Engineer’s Report involves matters relating to Community Infrastructure, which impact all of the Districts, the Issuer and the Other Districts now desire to approve the Supplemental Engineer’s Report and supplement the Prior Assessment Proceedings accordingly.

SECTION 3. APPROVAL OF SUPPLEMENTAL ENGINEER'S REPORT.

(a) Each of the Districts hereby approves the Supplemental Engineer's Report and the matters set forth therein, substantially in the form attached hereto as Exhibit A, with such changes thereto as may be deemed necessary by the Districts' Consulting Engineers to reflect matters relating to the Community Infrastructure described therein. The Supplemental Engineer's Report shall be attached as an appendix to the Preliminary Limited Offering Memorandum for the 2024 Bonds and in the final Limited Offering Memorandum for the 2024 Bonds (collectively, the "Limited Offering Memoranda").

(b) The Prior Assessment Proceedings are hereby supplemented to include this resolution and the Supplemental Engineer's Report in the form included as an appendix to the Limited Offering Memoranda.

SECTION 4. MISCELLANEOUS. The Chair, Vice-Chair, Secretary and any Assistant Secretary of the Board of each of the Districts, the District Counsel of each of the Districts, and the District Manager of each of the Districts are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the applicable Districts that are necessary or desirable in connection with the matters set forth herein, which are not inconsistent with the terms and provisions of this Resolution, and all such actions heretofore taken are hereby ratified and approved.

SECTION 5. SEVERABILITY AND CONFLICTS. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid. All resolutions or parts thereof of the Districts in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of each of the Districts this 6th day of March, 2024.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 10**

[SEAL]

Chair

ATTEST:

District Secretary

EXHIBIT A
SUPPLEMENTAL ENGINEER'S REPORT

#240496870_v2

IMPROVEMENT ACQUISITION AGREEMENT

2024 CI Project

THIS IMPROVEMENT ACQUISITION AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2024, by and between Mattamy Palm Beach LLC, a Delaware limited liability company (**“Developer”**), and the Southern Grove Community Development District No. 5, a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes (**“District No. 5”**), acting for itself and under delegated authority from the Other Districts in accordance with the District Interlocal Agreement, as defined in this Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the District Interlocal Agreement.

RECITALS

The parties have made the following determinations:

Districts and Developer

A. By ordinances enacted in accordance with Chapter 190, Florida Statutes (**“Act”**), the City Council of the City of Port St. Lucie, a municipal corporation of the State of Florida (**“City”**), has established District No. 5, Southern Grove Community Development District No. 1 (**“District No. 1”**), Southern Grove Community Development District No. 2 (**“District No. 2”**), Southern Grove Community Development District No. 3 (**“District No. 3”**), Southern Grove Community Development District No. 4 (**“District No. 4”**), Southern Grove Community Development District No. 6 (**“District No. 6”**), Southern Grove Community Development District No. 7 (**“District No. 7”**), Southern Grove Community Development District No. 8 (**“District No. 8”**), Southern Grove Community Development District No. 9 (**“District No. 9”**), and Southern Grove Community Development District No. 10 (**“District No. 10”**, and, together with District No. 1, District No. 2, District No. 3, District No. 4, District No. 6, District No. 7, District No. 8, and District No. 9, the **“Other Districts,”** and, collectively with District No. 5, the **“Districts”**) as community development districts under the Act.

B. The Developer is the owner of substantial portions of the lands lying within the boundaries of the Districts (**“District Lands”**), including portions of those certain assessable developed and/or platted lands within District No. 2, District No. 4, District No. 5, District No. 6, District No. 8, District No. 9, and District No. 10 that are not subject to Community Infrastructure Assessments relating to the 2019 Bonds (defined below), the 2020 Bonds (defined below), the 2021 Bonds (defined below), or the 2022 Bonds (defined below), such lands more particularly described in Exhibit A to this Agreement (**“2024 Assessment Area”**). Those portions of the 2024 Assessment Area owned by the Developer are more particularly described in Exhibit B to this Agreement (**“Developer-Owned Lands”**).

District Interlocal Agreement

C. To facilitate the financing, construction, acquisition, operation, and maintenance of community-wide infrastructure and District-specific infrastructure for the mixed use development of

regional impact currently known as “Southern Grove” that is located within the Districts, and to better assure compliance with the development order pertaining to Southern Grove as it relates to such infrastructure, the Districts have entered into a Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, and recorded at Official Records Book 3539, Pages 672-713, of the Public Records of St. Lucie County, Florida, as amended by that certain First Amendment dated November 15, 2019, and recorded at Official Records Book 4347, Pages 2572-2577, of the Public Records of St. Lucie County, Florida (“**District Interlocal Agreement**”).

Community Infrastructure; 2024 CI Project; Methodology

D. Pursuant to the District Interlocal Agreement, the Districts have delegated to District No. 5, as the “**Issuer**” District, among other things, the power and authority to act on behalf of all the Districts to finance, refinance, acquire, and construct “**Community Infrastructure**” benefiting all of the Districts, and may delegate such power and authority to the Issuer with respect to certain District Infrastructure benefiting only the property within a single District, such Community Infrastructure and District Infrastructure collectively referred to as “**Public Infrastructure.**”

E. Pursuant to the District Interlocal Agreement, the Districts have delegated to District No. 1, as the “**Administration District,**” among other things, the power and authority to implement all matters relating to the collection and enforcement of the Community Infrastructure Assessments and the operation and maintenance of the Community Infrastructure, including entering into contracts, levying and collecting non-ad valorem assessments, performing services, and otherwise taking all actions necessary or desirable with respect to the operation and maintenance of the Community Infrastructure, and may delegate such power and authority to the Administration District with respect to District Infrastructure.

F. Pursuant to the District Interlocal Agreement, a majority of the Districts may designate one of the Districts other than District No. 5 as the “Issuer,” and a majority of the Districts may designate one of the Districts other than District No. 1 as the “Administration District.”

G. District No. 5 has determined that it is necessary, subject to the rights of the Other Districts pursuant to the District Interlocal Agreement, and desirable, and in the best interests of the Districts and Southern Grove and its future inhabitants, to provide at this time for a portion of the Public Infrastructure Improvements, as may be modified from time to time and as described in the Second Amended and Restated Master Engineer's Report for Public Infrastructure Improvements dated July 9, 2013, prepared by ARCADIS US, Inc. (as amended and supplemented from time to time, the “**Engineer's Report**”). The current engineer for the Districts, Culpepper & Terpening, Inc. (“**District Engineer**”), has prepared that certain Supplemental Engineer's Report Series 2024 Bonds, dated _____, 2024 (“**2024 Supplemental Engineer's Report**”), that describes the “**2024 CI Project**” to be financed in whole or in part with the proceeds of the 2024 Bonds (defined below) and other Community Infrastructure Indebtedness (to the extent provided in the 2024 Supplemental Engineer's Report). The 2024 CI Project includes a Heart Sculpture the cost of which is to be funded in part with the proceeds of the 2024 Bonds, with the balance of such cost to be funded by the Developer and applicable Tradition Community Development Districts.

H. In order to determine the respective benefit the District Lands will receive from the Public Infrastructure projects and the allocation of Special Assessments (as defined in the Master

Indenture, defined below), District No. 5 has approved an Amended, Restated and Updated Master Assessment Methodology Report for Public Infrastructure dated July 9, 2013, prepared by Fishkind & Associates, Inc. (as amended and supplemented from time to time, the “**Methodology**”). The current methodology consultant for the Districts, Special District Services, Inc. (“**Methodology Consultant**”), has prepared that certain Eighth Supplemental Assessment Methodology Report for 2024 Bonds, dated _____, 2024, that describes the “**2024 CI Assessments**” to be levied and collected in the 2024 Assessment Area to repay the 2024 Bonds.

2019 Bonds; 2020 Bonds; Master Indenture; 2021 Bonds; 2022 Bonds; 2024 Bonds; Future Bonds

I. District No. 5 has previously issued its Special Assessment Bonds, Series 2019 (Community Infrastructure) (“**2019 Bonds**”), its Special Assessment Bonds, Series 2020 (Community Infrastructure) (“**2020 Bonds**”), its Special Assessment Bonds, Series 2021 (“**2021 Bonds**”), its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (“**2022-1 Bonds**”), and its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (“**2022-2 Bonds**” and, together with the 2022-1 Bonds, the “**2022 Bonds**”) to finance and refinance the costs of portions of the Community Infrastructure. The 2019 Bonds, the 2020 Bonds, the 2021 Bonds, and the 2022 Bonds were issued, and the 2024 Bonds will be issued, pursuant to the terms and provisions of a Master Trust Indenture dated December 17, 2014 (“**Master Indenture**”), as supplemented from time to time.

J. District No. 5 has authorized the issuance of its Special Assessment Bonds, Series 2024 (Community Infrastructure) (“**2024 Bonds**”), to finance all or a portion of the cost of the 2024 Project that will benefit certain lands within the 2024 Assessment Area. The 2024 Bonds will be issued pursuant to the Master Indenture, as supplemented by a Ninth Supplemental Trust Indenture dated as of _____, 2024 (“**Ninth Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”).

K. The Districts anticipate that District No. 5 or other Issuer will issue future series of its special assessment notes or bonds (“**Future Bonds**,” and, together with the 2019 Bonds, the 2020 Bonds, the 2021 Bonds, the 2022 Bonds, and the 2024 Bonds, the “**Bonds**”) to finance the costs of completing construction of additional components of the Public Infrastructure identified in the Engineer’s Report and not financed and refinanced with the proceeds of the 2019 Bonds, the 2020 Bonds, the 2021 Bonds, the 2022 Bonds, or the 2024 Bonds or otherwise constructed with funds of the Developers and dedicated to District No. 5 or the appropriate Other District for no consideration (“**Remaining Projects**”).

L. The 2024 Supplemental Engineer’s Report provides that, notwithstanding anything to the contrary in the original Engineer’s Report, the cost of any Community Infrastructure described in the 2019 Supplemental Engineer’s Report, the 2020 Supplemental Engineer’s Report, the 2021 Supplemental Engineer’s Report, the 2022 Supplemental Engineer’s Report, the 2024 Supplemental Engineer’s Report, and any other supplemental engineer’s report hereafter approved by District No. 5 and the Other Districts in connection with Community Infrastructure Indebtedness is eligible to be financed and refinanced by the proceeds of any Community Infrastructure Indebtedness, provided, however, that (i) only a portion of the proceeds of the 2021 Bonds and the proceeds of the 2022-2 Bonds may be used to pay costs of the TIM Project (described in the 2021 Supplemental Engineer’s

Report and the 2022 Supplemental Engineer's Report) and (ii) proceeds of tax-exempt Community Infrastructure Indebtedness may only fund Community Infrastructure costs eligible to be funded by tax-exempt bonds (which currently excludes the TIM Project).

Work Product; Transferred Improvements

M. In order to avoid delay in commencing construction of infrastructure serving the 2024 Assessment Area, the Developer has secured the preparation of all surveys, reports, drawings, plans, permits, specifications, and related documents required for construction or acquisition of all of the 2024 CI Project ("**Work Product**"), as more particularly described in Schedule 1 to the Assignments of Work Product (defined below) attached as Exhibit C.

N. In order to avoid delay in commencing and completing construction or acquisition of the Public Infrastructure, the Developer has secured construction or acquisition of portions of the 2024 CI Project (such existing improvements, together with such additional portions of the 2024 CI Project as may be constructed or acquired by the Developer, collectively referred to as the "**Transferred Improvements**"), and is continuing construction and acquisition of the remainder of the 2024 CI Project.

O. District No. 5 desires to acquire from the Developer, and the Developer desires to convey or cause to be conveyed to District No. 5, on the terms and conditions set forth herein, all of the Developer's right, title, and interest in and to the Work Product (subject to a reserved right of access and use) and the Transferred Improvements, each such transfer, assignment, or conveyance to be (i) to District No. 5 for the use and beneficial ownership of the District in which the component of Public Infrastructure is physically located, or (ii) to such other unit of government that consents to and accepts all obligation for the operation and maintenance of such component, provided, however, that the obligation of District No. 5 to pay for such Transferred Improvements shall be conditioned upon the availability of funds for such purpose solely from the proceeds of the 2024 Bonds, if and when issued, and provided, further, that each such payment shall be in accordance with the requisition provisions of the Indenture.

P. District No. 5 proposes to use portions of the proceeds of the 2024 Bonds to finance the cost of acquiring the Developer's rights and interests in the Work Product and the Transferred Improvements, including improvements dedicated or otherwise transferred to a Local Government (defined below) in the manner provided in Section 12(b) of this Agreement, and acquiring from the Developer the balance of the 2024 CI Project, with payment to be made solely to the extent proceeds of the 2024 Bonds are available for such purpose.

Agreement to Dedicate and Complete; True-Up Agreement

Q. In order for District No. 5 or other Issuer to finance, refinance, acquire, and construct, and thereafter for District No. 1 or other Administration District to operate and maintain, all components of the Public Infrastructure, District No. 5 required the Developer's predecessor in title to the 2024 Assessment Area to agree to dedicate to or as directed by District No. 5 or other Issuer all easements, tracts, rights-of-way, and other interests in real estate that shall constitute or be necessary to finance, acquire, construct, operate, and maintain the Projects on all future plats of lands lying within the Districts; and to agree to complete the Projects regardless of whether proceeds of the

Notes and Bonds are available and sufficient fully to fund the Projects; which agreement was recorded December 18, 2014, in Official Records Book 3700, Pages 1922-1929, of the Public Records of St. Lucie County, Florida (**“Agreement to Dedicate and Complete”**).

R. District No. 5 also required the Developer’s predecessor in title to the 2024 Assessment Area to enter into that certain True-Up Agreement recorded December 18, 2014, in Official Records Book 3700, Pages 1930-2000, of the Public Records of St. Lucie County, Florida (**“True-Up Agreement”**) and thereby agree to (i) the imposition of the “True-Up Mechanism” as set forth in the Master Methodology and the True-Up Agreement, (ii) the validity of the Special Assessments, (iii) payment of Special Assessments levied and imposed by the Districts, and (iv) payment of any and all “True-Up Payments” required under the True-Up Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and No/100s Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. Agreement to Dedicate and Complete. The Developer acknowledges that the Agreement to Dedicate is valid, binding, and enforceable by District No. 5 in accordance with its terms as a continuing obligation of the Developer and its successors and assigns with respect to the 2024 Assessment Area.

3. True-Up Agreement. The Developer acknowledges that the True-Up Agreement is valid, binding, and enforceable by District No. 5 in accordance with its terms as a continuing obligation of the Developer and its successors and assigns with respect to the 2024 Assessment Area.

4. Transfer and Assignment of Work Product. The Developer shall transfer and assign to District No. 5, on the Initial Closing Date (as defined below) all of its right, title, and interest in and to the Work Product, subject to the Developer’s reserved right of access to and use of the Work Product for the benefit of District No. 5 and the 2024 CI Project. The transfer and assignment shall be by an Assignment of Work Product in substantially the form attached as Exhibit C (**“Assignment of Work Product”**).

5. Conveyance of Transferred Improvements. The Developer shall convey to District No. 5, on each Closing Date (defined below), all of its right, title, and interest in and to that portion of the Transferred Improvements for which the Developer seeks payment from the proceeds of the 2024 Bonds as of such Closing Date (**“Payment Request Improvements”**), and District No. 5 agrees to purchase such improvements, solely from the available proceeds of the 2024 Bonds or from other available proceeds as described in paragraph L of this Agreement, subject to the terms and conditions of this Agreement. Each such conveyance shall be made by a bill of sale in substantially the form attached as Exhibit D (each a **“Bill of Sale”**). To the extent any Transferred Improvement is located within an easement or tract not previously granted, conveyed, dedicated, or assigned to District No. 5 or one of the Other Districts, the respective Developer shall also secure and deliver to District No. 5 such grants of easements or tracts or assignments of easements, dedications, or reservations as District No. 5 deems necessary for District No. 1 or other

Administration District to operate and maintain such Transferred Improvement as a component of the Public Infrastructure. Notwithstanding the foregoing, if Payment Request Improvements are to be owned by a governmental entity other than the Districts and the Developer determines to transfer such Payment Request Improvements directly to such other governmental entity, the Developer shall provide to District No. 5 copies of all documents and instruments verifying the dedication, conveyance, grant, transfer, or assignment of such improvements to the other governmental entity, together with any other document required by the Indenture.

6. Impact Fee Credits. All impact fee credits and other credits received by the Developer (collectively, the **“Credits”**) from any governmental entity, authority, or utility provider (collectively, the **“Credit Generating Entities”**), to the extent that the improvements for which such Credits are granted were or are financed, all or in part, by District No. 5 or other Southern Grove District serving as the **“Issuer”** under the District Interlocal Agreement in connection with the development of Southern Grove or the construction or acquisition of Community Infrastructure benefitting the District Lands (collectively, the **“Administered Credits”**), shall be administered by the Developer as follows:

(a) To the extent Administered Credits have been and become available, as applicable, the Developer and builders have been and shall be eligible, as applicable, to obtain such Administered Credits for use in paying impact fees owed in connection with obtaining building permits on District Lands that are subject to the 2024 CI Assessments or to other Community Infrastructure Assessments relating to Community Infrastructure benefitting the District Lands (collectively, the **“Credit Qualifying Lands”**). The Developer represents and covenants that, except as otherwise provided in this Agreement, the Administered Credits have been and will be used solely to pay impact fees on Credit Qualifying Lands. The Developer represents that all Administered Credits arising prior to the date of this Agreement have been made available on a first-come, first-served basis, at no charge, to pay impact fees on Credit Qualifying Lands. The parties shall work cooperatively to ensure that all future Administered Credits are available on a first-come, first-served basis, at no charge, to pay impact fees on Credit Qualifying Lands. The Developer shall ensure that the cost of impact fees is not passed on to builders or end-users, and represents that such cost has not previously been passed on to builders or end-users of Credit Qualifying Lands.

(b) In order to provide for the orderly distribution of Administered Credits, the Developer agrees to serve, without compensation, as distribution agent for the distribution of all Administered Credits. The Developer shall be entitled to file applications or other appropriate documentation from time to time with the Credit Generating Entities to obtain Administered Credits, without any further action of District No. 5 or other Southern Grove District serving as the **“Issuer.”**

(c) The Developer shall inform all builders within the District Lands of the availability of the Administered Credits for use in paying impact fees on the Credit Qualifying Lands. In the event builders seek to receive Administered Credits for use in paying impact fees within the Credit Qualifying Lands, the Developer shall take the actions necessary to cause such Administered Credits to be made available to such builders, in all cases, on a first-come, first-served basis, and shall otherwise take such action as is necessary to ensure that the cost of such impact fees is not passed on to the builders or end-users. The Developer shall enter into agreements with all builders receiving Administered Credits whereby the builders agree to use any Administered Credits solely to pay

impact fees on Credit Qualifying Lands, including Administered Credits arising prior to and after the date of this Agreement.

(d) The Developer shall require each builder who makes application for an allocation of Administered Credits (each an **“Application”**) to include in such filing (i) a copy of the building permit for the project for which an allocation is sought, (ii) the legal description and Property Appraiser tax identification number for the specific real property (**“Applicant Parcel”**) for which an allocation is sought, and (iii) the Administered Credit category and amount sought, based upon the current schedule for the category of impact fee and the type and size of project involved.

(e) The Developer represents and warrants that it has not sold, transferred, conveyed, assigned, or subrogated any of the rights or claims relating the Administered Credits, and expressly waives all rights the Developer has or may have to do so.

(f) In the event that there are excess Administered Credits that cannot be used to pay impact fees on Credit Qualifying Lands, then the Developer may elect (i) to keep such Administered Credits for use on other lands, provided that the Developer contributes infrastructure to District No. 5 or other Southern Grove District acting as “Issuer” in an amount sufficient to offset the value of such Administered Credits, or (ii) to transfer to District No. 5 or other Southern Grove District acting as “Issuer” such excess Administered Credits for use in any manner permitted by law and consistent with the assessment proceedings for Community Infrastructure benefitting the District Lands.

(g) Within fifteen (15) days following the end of the first calendar quarter in which the Developer has received Administered Credits, and within fifteen (15) days of each calendar quarter thereafter (each a **“Reporting Period”**) for so long as the Developer holds Administered Credits, the Developer shall provide to District No. 1 or other Southern Grove District acting as “Administration District” a report of the Administered Credits allocations (each a **“Quarterly Report”**) including the following information separately for each category of impact fee involved:

(i) The balance of the Administered Credits remaining at the end of the immediately prior Reporting Period, as reflected on the immediately prior Quarterly Report;

(ii) The number of building permits, by development type or category, for which applicants have filed Applications for allocations of Administered Credits during the current Reporting Period;

(iii) The amount of Administered Credits allocated to Applicant Parcels during the current Reporting Period;

(iv) Any additions to the Administered Credits resulting from additional creditable improvements acknowledged by the Credit Generating Entities;

(v) The balance of the Administered Credits remaining as of the end of the current Reporting Period after debiting all allocations and crediting all additions reported during such period; and

(vi) Copies of all instruments provided to builders certifying the amounts of Administered Credits allocated to Applicant Parcels during the current Reporting Period.

7. Plans and Specifications—Work Product. At least three days prior to the Initial Closing Date, the Developer shall provide District No. 5 with one set of any and all documents that comprise the Work Product and all other plans and specifications applicable to the Transferred Improvements then being transferred on the Initial Closing Date.

8. Engineer’s Certification—Work Product. On the Initial Closing Date, the Developer shall cause the Developer’s engineers to provide a certification in substantially the form attached as Exhibit E certifying to District No. 5 that the Work Product is fit for the purposes for which it was intended, including the construction, operation, and maintenance of the respective portions of the 2024 CI Project.

9. Engineer’s Certification—Payment Request Improvements. On each Closing Date, the Developer shall provide District No. 5 with a certificate in substantially the form attached as Exhibit F, signed by the District Engineer, certifying (i) that the amount to be paid to the Developer for the respective Payment Request Improvements is the lesser of the fair market value or the actual and reasonable cost of such improvements; and (ii) that the respective Payment Request Improvements are part of the 2024 CI Project, and have been installed, constructed, or otherwise undertaken in substantial conformity with the Work Product and other plans and specifications and the Engineer’s Report.

10. Warranty of Transferred Improvements. On the Final Closing Date (defined below) the Developer shall provide District No. 5 with a warranty for the 2024 CI Project in substantially the form attached as Exhibit G guaranteeing all of the Transferred Improvements against defects in materials, equipment, or construction for a period of twelve (12) months from the Final Closing Date of 2024 CI Project.

11. Assurance. The Developer does hereby represent, warrant, and assure District No. 5 that the instruments and closing documents executed and to be executed at the Initial Closing, each Progress Closing (defined below), and the Final Closing encompass the entirety of the 2024 CI Project, and the entirety of those components of the 2024 CI Project financed with the proceeds of the 2024 Bonds, and are valid and binding upon the Developer.

12. Payments for Transferred Improvements; Deferred Obligations.

(a) Solely from available proceeds of the 2024 Bonds, and subject to the requisition and other governing provisions of the Indenture, and from other amounts made available for payment in accordance with the terms of the Indenture, and subordinate in all respects to the Districts’ obligation to pay debt service and make other required payments under the Indenture respecting the 2024 Bonds, District No. 5 shall pay to the Developer, as total payment for (i) all the Developer’s right, title, and interest in and to the Work Product (subject to a reserved right of access and use), and (ii) the Transferred Improvements, an amount equal to the actual and reasonable cost of the Transferred Improvements, as certified by the District Engineer in the Certificates required in Section 9 of this Agreement. The transfer of the Developers’ right, title, and interest in and to the Work Product (subject to a reserved right of access and use) and the Transferred Improvements, and payments by

District No. 5 for the same, shall be in accordance with the terms of this Agreement and the Indenture.

(b) Notwithstanding any other provision of this Agreement, if any development order issued by the City or other local unit of government (“**Local Government**”) respecting the Southern Grove development of regional impact requires the Developer to dedicate, convey, grant, transfer, or assign a component or portion of the Transferred Improvements to such Local Government or to another public entity for operation and maintenance, or if any interlocal agreement between District No. 5 and a Local Government provides that a component or portion of the Transferred Improvements are to be owned, operated, and maintained by such Local Government, then, in lieu of the Developer providing to District No. 5 a Bill of Sale, affidavit, release of lien, dedication, deed, or warranty respecting the Transferred Improvements, the Developer shall (i) take all actions reasonably necessary to secure acceptance by the Local Government or other public entity of all future obligations for the operation and maintenance of such improvements, and (ii) provide to District No. 5 copies of all documents and instruments verifying the dedication, conveyance, grant, transfer, or assignment of such improvements to the Local Government or other public entity, and any other document required by the Indenture. Notwithstanding the foregoing, (i) any transfer, dedication, conveyance, or assignment of Transferred Improvements directly to a Local Government as provided in this Section 12(b) shall be deemed a transfer of such improvements to District No. 5 and a retransfer from District No. 5 to the Local Government, and (ii) the Developer shall undertake no transfer, dedication, conveyance, or assignment of Transferred Improvements directly to a Local Government unless such action is undertaken in full compliance with the terms of this Agreement and the Indenture.

13. Closings. The parties agree that closings under this Agreement shall occur no sooner than the same time as closing on the 2024 Bonds (“**Initial Closing**”), as the Developer completes construction of or acquires discrete portions of the 2024 CI Project (“**Progress Closings**”), and following completion or acquisition of all of the 2024 CI Project (“**Final Closing**”). Each closing shall occur on a date mutually agreed to by District No. 5 and the Developer after satisfaction of all of the conditions set forth in this Agreement and in the Indenture (each a “**Closing Date**”). At each closing, the Developer shall deliver to District No. 5 the following documents, each fully executed, witnessed, and acknowledged as required:

(a) At the Initial Closing, (i) the Assignment of Work Product as required by Section 4 of this Agreement; (ii) a Bill of Sale to the respective Payment Request Improvements as required by Section 5; (iii) an engineer’s certification of the Work Product as required by Section 8; (iv) an engineer’s certification regarding Payment Request Improvements to be transferred at the Initial Closing as required by Section 9; (v) a closing affidavit from the Developer; (vi) a progress payment affidavit from the Developer’s contractor (if required); (vii) a partial waiver of lien from the Developer’s contractor; (viii) an opinion of counsel to the Developer that such Developer has full legal authority and has taken all corporate acts necessary to enter this Agreement; and (ix) any other document required by the Indenture.

(b) At each Progress Closing, (i) a Bill of Sale to the respective Payment Request Improvements as required by Section 5 of this Agreement; (ii) an engineer’s certification regarding the respective Payment Request Improvements as required by Section 9; (iii) a closing affidavit from the Developer; (iv) a progress payment affidavit from the Developer’s contractor (if required); (v) a

partial waiver of lien from the Developer's contractor; and (vi) any other document required by the Indenture.

(c) At Final Closing, (i) a Bill of Sale to the respective Payment Request Improvements as required by Section 5 of this Agreement; (ii) a final Bill of Sale to all of the Transferred Improvements for the respective Project; (iii) an engineer's certification regarding the respective Payment Request Improvements as required by Section 9; (iv) a warranty of all of the Transferred Improvements for the respective Project as required by Section 10; (v) a closing affidavit from the Developer; (vi) a final affidavit and release of lien from the Developer's contractor; and (vii) any other document required by the Indenture.

14. Retransfer to Local Government. If, subsequent to receiving the conveyance of a component or portion of the Transferred Improvements, a Local Government requires the Developer to dedicate, convey, grant, transfer, or assign such component or portion to such Local Government or to another public entity for operation and maintenance, District No. 5 agrees that it will retransfer such component or portion as required by the Local Government so long as the receiving entity consents to and accepts all future obligations for the operation and maintenance of the transferred component or portion.

15. Waivers. Any failure by any party to this Agreement to comply with any of its obligations, agreements, or covenants may be waived in writing by either party.

16. Further Assurances. At any and all times the Developer shall, so far as it may be authorized by law, make, do, execute, acknowledge, and deliver, all and every other further act, deed, easement, conveyance, assignment, transfer, and assurance as may be necessary or desirable, as determined by District No. 5, for the better assuring, conveying, granting, assigning, and confirming of any and all rights or interests in the Transferred Improvements that are intended or required to be acquired by or conveyed to District No. 5 as contemplated by the Indenture and this Agreement, and for District No. 5 to finance, refinance, acquire, and construct, and thereafter for District No. 1 to operate and maintain, the Public Infrastructure.

17. Specific Enforcement. The Developer acknowledges that District No. 5 will be irreparably damaged (and damages at law would be an inadequate remedy) if the covenants and agreements of the Developer contained in this Agreement are not specifically enforced. Therefore, in the event the Developer fails to comply with any covenant or agreement contained in this Agreement, District No. 5, in addition to all other rights and remedies, shall be entitled to a decree for specific performance of those covenants and agreements without being required to show any actual damage or to post any bond or other security.

18. Public Records. The Developer shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Developer in conjunction with this Agreement.

19. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

20. No Waiver of Sovereign Immunity. The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the limitations on liability contained in Section 768.28, Florida Statutes, or other law.

21. Attorney's Fees and Costs. In the event a party defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the defaulting party agrees to pay all damages and costs incurred by the non-defaulting party, including reasonable attorney's fees.

22. No Third-Party Beneficiary Except Owners of Bonds. This Agreement is solely for the benefit of the formal parties, including any successor in title to the Developer-Owned Lands, the Districts, and the Trustee under the Indenture ("**Trustee**"), acting on behalf and at the direction of the bondholders owning a majority in principal amount of the 2024 Bonds (collectively, the "**Bondholders**"), and no right or cause of action shall accrue upon or by reason of this Agreement to or for the benefit of any third party not a formal party other than the Districts and the Trustee. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties, the Districts, and the Trustee any right, remedy, or claim under or by reason of this Agreement or any provision or condition hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties, the Districts, and the Trustee and their respective representatives, successors, and assigns. Notwithstanding any other provision, (a) no Bondholder may pursue any remedy nor enforce any right under this Agreement except through the Trustee in accordance with the Indenture, unless all conditions precedent to the exercise by a Bondholder of a remedy as set forth in the Indenture have been met, and (b) the Bondholders and the Trustee have no and shall not be deemed to have assumed any obligation under this Agreement.

23. Assignment Upon Re-Designation of Issuer. In the event a majority of the Districts designate one of the Other Districts as the "Issuer" within the meaning of the District Interlocal Agreement, then as provided in the District Interlocal Agreement such Other District designated as the "Issuer" shall automatically be deemed to have assumed all of the rights and obligations of District No. 5 as "Issuer," including all rights and obligations arising under this Agreement. Within seven (7) business days of any such designation, District No. 5 and such Other District designated as the "Issuer" shall provide to the Developer a copy of the written instrument executed on behalf of a majority of the Districts and making such designation.

24. Entire Agreement; Successors and Assigns; Amendment. This Agreement (a) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties, (b) shall be binding upon and inure to the benefit of the parties' successors and assigns, including all successors in title to lands within the 2024 Assessment Area, and (c) may only be amended by written document, properly authorized, executed, and delivered by both parties and, if required, consented to in writing by the Trustee based upon approval of the bondholders owning a majority in principal amount of the Bonds.

25. Interpretation; Venue. This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida,

for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

26. Survival. Notwithstanding anything to the contrary herein contained, the requirements of Sections 11, 16, 17, and 21 of this Agreement shall survive for a period of one year following termination of this Agreement, and the requirements of Section 18 shall survive for so long as the Developer retains any record referenced therein.

27. No Recording. Neither this Agreement nor any notice of it may be recorded.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above-written.

DEVELOPER:

Witnesses

MATTAMY PALM BEACH LLC,
a Delaware Limited Liability Company

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

* * *

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, 2024, by _____, as
_____ of MATTAMY PALM BEACH LLC. He/She:

- ☐ is personally known or
- ☐ produced identification. Type of identification produced _____

(SEAL)

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

* * *

DISTRICT NO. 5:

Attest:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Secretary/Assistant Secretary

By: _____
_____, Chairman
(Seal)

* * *

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this ____ day of _____, 2024, by _____, Chairman
of the SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5. He/she:

- ☐ is personally known or
- ☐ produced identification. Type of identification produced _____
_____.

[Notary Seal]

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

* * *

EXHIBIT A
2024 ASSESSMENT AREA

EXHIBIT B
DEVELOPER-OWNED LANDS

EXHIBIT C

ASSIGNMENT OF WORK PRODUCT

2024 CI Project

THIS ASSIGNMENT is made as of this ____ day of _____, 2024, from Mattamy Palm Beach LLC, a Delaware limited liability company (“Developer”), as Assignor, to the Southern Grove Community Development District No. 5, a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes (“District No. 5”), for the use and benefit of itself and the other Districts (as defined herein), as Assignee.

WITNESSETH

WHEREAS, by ordinances enacted in accordance with Chapter 190, Florida Statutes (“Act”), the City Council of the City of Port St. Lucie, a municipal corporation of the State of Florida (“City”), has established District No. 5, Southern Grove Community Development District No. 1 (“District No. 1”), Southern Grove Community Development District No. 2, (“District No. 2”), Southern Grove Community Development District No. 3 (“District No. 3”), Southern Grove Community Development District No. 4, (“District No. 4”), and Southern Grove Community Development District No. 6 (“District No. 6,” and, together with District No. 1, District No. 2, District No. 3, and District No. 4, the “Other Districts,” and, collectively with District No. 5, the “Districts”) as community development districts under the Act; and

WHEREAS, to facilitate the financing, construction, acquisition, operation, and maintenance of community-wide infrastructure and District-specific infrastructure for the mixed use development of regional impact currently known as “Southern Grove” that is located within the Districts, and to better assure compliance with the development order pertaining to Southern Grove as it relates to such infrastructure, the Districts have entered into a Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, and recorded at Official Records Book 3539, Pages 672-713, of the Public Records of St. Lucie County, Florida, as amended by that certain First Amendment dated November 15, 2019, and recorded at Official Records Book 4347, Pages 2572-2577, of the Public Records of St. Lucie County, Florida (“District Interlocal Agreement”); and

WHEREAS, pursuant to the District Interlocal Agreement, the Districts have delegated to District No. 5, as the “Issuer” District, among other things, the power and authority to act on behalf of all the Districts to finance, refinance, acquire, and construct “Community Infrastructure” benefiting all of the Districts, and may delegate such power and authority to the Issuer with respect to certain District Infrastructure benefiting only the property within a single District, such Community Infrastructure and District Infrastructure collectively referred to as “Public Infrastructure;” and

WHEREAS, pursuant to the District Interlocal Agreement, a majority of the Districts may designate one of the Districts other than District No. 5 as the “Issuer,” and a majority of the Districts may designate one of the Districts other than District No. 1 as the “Administration District;” and

WHEREAS, the Developer and District No. 5 have entered an Improvement Acquisition Agreement—2024 CI Project, dated as of _____, 2024 (“Improvement Acquisition Agreement”), that provides, inter alia, for the transfer and assignment by the Developer to District No. 5 of all surveys, reports, drawings, plans, permits, specifications, and related documents (“Work Product”) required for construction of the 2024 CI Project (as defined in the Improvement Acquisition Agreement), which documents are described in the attached Schedule 1.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and No/100s Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the Assignor and Assignee agree as follows:

1. Transfer and Assignment of Work Product. The Developer as Assignor hereby transfers, assigns, grants, and conveys to District No. 5, for the use and benefit of itself and the other Districts, as Assignee, all of the Developer’s right, title, and interest in and to the Work Product, subject only to the right of access and use reserved by the Developer as set forth in paragraph 2 of this Assignment. The Developer releases to District No. 5 any and all common law, statutory, or other reserved rights in and to the Work Product, including all copyrights therein and extensions and renewals thereof under United States law or the law of any other nation or nations, all publication rights, and all subsidiary and other rights in and to the Work Product in all forms, mediums, and media, now known or hereafter devised, as may be necessary to enable District No. 5 to use and rely upon the Work Product for any and all purposes.

2. Reserved Right of Access and Use. The Developer reserves unto itself, its successors and assigns, the full right of access to and use of the Work Product for the benefit of the District No. 5 and the 2024 CI Project without the payment of any fee by the Developer, provided, however, that to the extent such access and use results in any cost or expense to District No. 5, the Developer shall be responsible and agree to pay such cost or expense.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above-written.

[signatures on following pages]

* * *

ASSIGNOR:

Witnesses

MATTAMY PALM BEACH LLC,
a Delaware Limited Liability Company

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

* * *

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, 2024, by
_____, as _____ of MATTAMY PALM BEACH LLC.
He/She:

- ☐ is personally known or
☐ produced identification. Type of identification produced _____
_____.

(SEAL)

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

* * *

ASSIGNEE:

Attest:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Secretary/Assistant Secretary

By: _____
_____, Chairman
(Seal)

* * *

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this ____ day of _____, 2024, by _____,
Chairman of the SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5.
He/she:

- ☐ is personally known or
- ☐ produced identification. Type of identification produced _____
_____.

[Notary Seal]

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

* * *

SCHEDULE 1 TO ASSIGNMENT OF WORK PRODUCT

[Description of Work Product—2024 CI Project]

EXHIBIT D

BILL OF SALE ABSOLUTE

2024 CI Project

KNOW ALL MEN BY THESE PRESENTS that Mattamy Palm Beach LLC, a Delaware limited liability company (“Developer”), for and in consideration of the sum of Ten and No/100s Dollars (\$10.00), lawful money of the United States, to it paid by the Southern Grove Community Development District No. 5, a community development district created pursuant to Chapter 190, Florida Statutes (“District No. 5”), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto District No. 5, its legal representatives and assigns, the improvements described in the attached Schedule 1 (“Transferred Improvements”).

TO HAVE AND TO HOLD the same unto District No. 5, its legal representatives and assigns forever, for the use and benefit of the District or Districts (as defined in that certain Second Amended and Restated District Interlocal Agreement dated July 9, 2013, and recorded at Official Records Book 3539, Pages 672-713, of the Public Records of St. Lucie County, Florida, as amended by that certain First Amendment dated November 15, 2019, and recorded at Official Records Book 4347, Pages 2572-2577, of the Public Records of St. Lucie County, Florida) in which such improvements are physically located.

AND the Developer does, for itself and its legal representatives and assigns, covenant to and with District No. 5, its legal representatives and assigns, that it is the lawful owner of the Transferred Improvements described in the attached Schedule 1; that the Transferred Improvements are free from all encumbrances except as specified herein; that it has good right to sell the Transferred Improvements; and that it will warrant and defend the sale of the Transferred Improvements unto District No. 5, its legal representatives and assigns, against the lawful claims and demands of all persons whomsoever.

* * *

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this ____ day of _____, 202__.

DEVELOPER:

WITNESSES:

MATTAMY PALM BEACH LLC, a
Delaware Limited Liability Company

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by _____, as _____ of MATTAMY PALM BEACH LLC. He/she ☐ is personally known or ☐ produced identification. Type of identification produced _____.

(SEAL)

Print Name: _____
Notary Public-State of Florida
My Commission Expires: _____

* * *

SCHEDULE 1 TO BILL OF SALE

[Description of Transferred Improvements—2024 CI Project]

EXHIBIT E

ENGINEER'S CERTIFICATION OF WORK PRODUCT

2024 CI Project

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, _____ (“Developer’s Engineer”), to the best of its knowledge, information, and belief, based on the standard of care applicable to engineering professionals, certifies to the Southern Grove Community Development District No. 5 (“District No. 5”), that the portion of the Work Product as defined and described in the Improvement Acquisition Agreement—2024 Project, between Mattamy Palm Beach LLC, a Delaware limited liability company (“Developer”), and District No. 5, dated as of _____, 2024 (“Improvement Acquisition Agreement”), and as more particularly described in the attached Schedule 1, is fit for the purposes for which it was intended, including the construction, operation, and maintenance of that portion of the 2024 CI Project (as defined in the Improvement Acquisition Agreement) described in such Schedule.

Nothing herein shall relieve the Developer’s Engineer of responsibility to third parties for negligence or for any defect in design, manufacture, construction, workmanship, and materials as otherwise provided by law.

IN WITNESS WHEREOF, the Developer’s Engineer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this ____ day of _____, 2024.

DEVELOPER’S ENGINEER:

By: _____

Print Name: _____

Title: _____

(Seal)

Attest:

Print Name: _____

Title: _____

**SCHEDULE 1 TO DEVELOPER’S ENGINEER’S CERTIFICATION OF WORK
PRODUCT**

[Description of Work Product—2024 CI Project]

EXHIBIT F

CERTIFICATE OF DISTRICT ENGINEER IN ACCORDANCE WITH IMPROVEMENT ACQUISITION AGREEMENT

2024 CI Project

THE UNDERSIGNED, _____, P.E., of Culpepper & Terpening, Inc. (“District Engineer”), in connection with the closing of the transactions contemplated by that certain Improvement Acquisition Agreement—2024 CI Project, dated as of _____, 2024 (“Improvement Acquisition Agreement”), by and between Mattamy Palm Beach LLC, a Delaware limited liability company (“Developer”), and the Southern Grove Community Development District No. 5, a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes (“District No. 5”), whereby the Developer has agreed to transfer to District No. 5 all of its right, title and interest in and to the Transferred Improvements; and to dedicate to or as directed by District No. 5 all easements, tracts, rights-of-way, and other interests in real estate that shall constitute or be necessary to finance, refinance, acquire, construct, operate, and maintain the 2024 CI Project on all future plats of lands lying within the Developer-Owned Lands, does hereby certify to District No. 5 as follows (unless otherwise expressly defined in this Certificate, all capitalized terms shall have the respective meanings assigned to them in the Improvement Acquisition Agreement):

1. The District Engineer is familiar with the Second Amended and Restated Master Engineer's Report for the Public Infrastructure Improvements dated July 9, 2013, prepared by ARCADIS US, Inc. (as amended and supplemented from time to time, the “Engineer’s Report”); was retained to prepare that certain Supplemental Engineer’s Report Series 2024 Bonds, dated _____, 2024, that describes the 2024 CI Project; and in that capacity is familiar with the Transferred Improvements and with the actual and reasonable cost of the Transferred Improvements.

2. The amount to be paid to the Developer for that portion of the Transferred Improvements for which the Developer seeks payment at the Closing specified in paragraph 4 of this Certificate (“Payment Request Improvements”), as more particularly described in the attached Schedule 1, is the lesser of the fair market value or the actual and reasonable cost of such improvements.

3. The Payment Request Improvements (i) are part of the Public Infrastructure, (ii) have been installed or constructed in substantial conformity with the Engineer’s Report, and (iii) have an actual and reasonable cost of \$_____.

4. This certificate is provided to District No. 5 in satisfaction of the requirements set forth in the Improvement Acquisition Agreement for the ☐ Initial Closing ☐ Progress Closing No. ____, or ☐ Final Closing with respect to the 2024 CI Project, and is not to be used, circulated, quoted, or otherwise referred to for any other purpose.

IN WITNESS WHEREOF, I have executed this Certificate this ____ day of _____, 202__.

CULPEPPER & TERPENING, INC.

By: _____
Print Name: _____
Title: _____

SCHEDULE 1 TO CERTIFICATE OF DISTRICT ENGINEER

[Description of Payment Request Improvements—2024 CI Project]

EXHIBIT G

WARRANTY FOR TRANSFERRED IMPROVEMENTS

2024 CI Project

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Mattamy Palm Beach LLC, a Delaware limited liability company (“Developer”), warrants to the Southern Grove Community Development District No. 5 (“District No. 5”), that the Transferred Improvements comprising all or portions of the 2024 CI Project as such term is defined in that certain Improvement Acquisition Agreement—2024 CI Project, dated as of _____, 2024, by and between the Developer and District No. 5 (“Improvement Acquisition Agreement”), and as more particularly described in the attached Schedule 1, are free from any defect, whether patent or latent, in design, manufacture, construction, workmanship, and materials. The Developer agrees to indemnify and hold District No. 5 harmless from any claim, loss, damage, or other expense whatsoever, including attorney's fees, that District No. 5 may suffer as a result of the failure of the Transferred Improvements to be as warranted. This warranty shall expire twelve (12) months from the date hereof.

In the event any defect, malfunction, or failure, not caused by District No. 5's misuse or damage, occurs during the warranty period, the Developer will correct the defect, malfunction, or failure without any expense, cost, or charge to District No. 5. Such correction will consist of repair to the defective item to make it operational, or if such item cannot be repaired or it is not commercially practicable to do so, then at the Developer's option, the item may be replaced. If, after ten (10) days' written notice, the Developer fails to proceed promptly to comply with the terms of this warranty, District No. 5 may have the defect, malfunction, or failure corrected and the Developer will be liable for all expenses incurred.

The warranty set forth herein is cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law. Nothing herein shall relieve the Developer of responsibility to third parties for negligence or for any defect in design, manufacture, construction, workmanship, and materials as otherwise provided by law.

[Signatures on following pages]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized agents, and its corporate seal affixed hereto, this ____ day of _____, 202__.

DEVELOPER:

WITNESSES:

MATTAMY PALM BEACH LLC, a
Delaware Limited Liability Company

Print Name: _____

Print Name: _____

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by _____, as _____ of MATTAMY PALM BEACH LLC. He/she ☐ is personally known or ☐ produced identification. Type of identification produced _____.

(SEAL)

Print Name: _____
Notary Public-State of Florida
My Commission Expires: _____

* * *

ACCEPTANCE OF WARRANTY

The above Warranty is hereby accepted this ____ day of _____, 202__.

Attest:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Secretary/Assistant Secretary

By: _____
_____, Chairman

(Seal)

* * *

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this ____ day of _____, 202__, by _____,
Chairman of the SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5.
He/she:

- ☐ is personally known or
- ☐ produced identification. Type of identification produced _____
_____.

[Notary Seal]

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

* * *

SCHEDULE 1 TO WARRANTY FOR TRANSFERRED IMPROVEMENTS

[Description of Transferred Improvements—2024 CI Project]