COLBERT LANDINGS

COMMUNITY DEVELOPMENT DISTRICT

March 5, 2026

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Colbert Landings Community Development District

OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W●Boca Raton, Florida 33431
Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013
https://colbertlandingscdd.net/

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

February 26, 2026

Board of Supervisors
Colbert Landings Community Development District

Dear Board Members:

The Board of Supervisors of the Colbert Landings Community Development District will hold a Regular Meeting on March 5, 2026 at 12:30 p.m., at the Flagler County Government Services Building, 1769 E. Moody Blvd., Bldg. 2, 1st Floor Conference Room, Bunnell, Florida 32110. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Cecil Camacho [Seat 3]
4. Consideration of Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2026*
   - Administration of Oath of Office *(the following will be provided in a separate package)*

   A. Required Ethics Training and Disclosure Filing
      - Sample Form 1 2023/Instructions

   B. Membership, Obligations and Responsibilities

   C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

   D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date
6. Presentation of Supplemental Engineer's Report for Colbert Landings CDD Phase 2
7. Presentation of Second Supplemental Special Assessment Methodology Report

8. Consideration of Resolution 2026-02, Authorizing the Issuance of Not to Exceed $6,500,000 Aggregate Principal Amount of its Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three), in One or More Series (The "Series 2026 Bonds"); Determining Certain Details of The Series 2026 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Third Supplemental Trust Indenture; Authorizing the Negotiated Sale of The Series 2026 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to The Series 2026 Bonds and Awarding The Series 2026 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in This Resolution; Approving the Form of and Authorizing the Distribution of the Preliminary Limited Offering Memorandum and its Use by the Underwriter in Connection with the Offering for Sale of The Series 2026 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of Continuing Disclosure Agreements for The Series 2026 Bond and the Appointment of a Dissemination Agent; Providing for the Application of Series 2026 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of The Series 2026 Bonds; Making Certain Declarations; Appointing a Trustee; Providing for the Registration of The Series 2026 Bonds Pursuant to the DTC Book-Entry System; Providing an Effective Date and for Other Purposes

9. Consideration of Resolution 2026-03, Setting Forth the Specific Terms Of The District's Special Assessment Revenue Bonds, Series 2026; Making Certain Additional Findings and Adopting and Confirming an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Series 2026 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing For Conflicts, Severability and an Effective Date

10. Consideration of Ancillary Financing Documents
    A. Collateral Assignments
    B. Completion Agreements
    C. Declarations of Consent
    D. Acquisition Agreements

11. Consideration of Greenberg Traurig P.A. Bond Counsel Engagement Agreement

12. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

A. Consideration of Resolution 2026-04, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024

13. Consideration of Resolution 2026-05, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date [Seats 3, 4 & 5]

14. Consideration of Resolution 2026-06, to Designate the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Parking Enforcement

15. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form

    A. October 1, 2024 - September 30, 2025 [Posted]

    B. October 1, 2025 - September 30, 2026

16. Consideration of MBS Capital Markets, LLC Supplement to Investment Banking Agreement Dated March 28, 2023 Regarding Bond Issuance

17. Ratification Items

    A. The Lake Doctors, Inc. First Amendment to Agreement for Lake Management Services

    B. City of Palm Coast Utility Easement

18. Acceptance of Unaudited Financial Statements as of January 31, 2026

19. Approval of August 7, 2025 Public Hearings and Regular Meeting Minutes

20. Staff Reports

    A. District Counsel: *Kilinski | Van Wyk, PLLC*

    B. District Engineer: *Gulfstream Design Group, LLC*

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

- NEXT MEETING DATE: April 2, 2026 at 12:30 PM
  - QUORUM CHECK

SEAT 1	MICHAEL OWENS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MARTHA SCHIFFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	ROSE BOCK	☐ IN PERSON	☐ PHONE	☐ NO

21. Board Members' Comments/Requests

22. Public Comments

23. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,

Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 528 064 2804

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

3

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Colbert Landings Community Development District
Attn: Daniel Rom, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

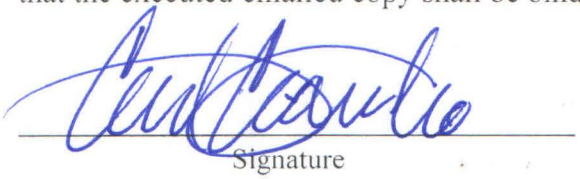
From: Cecilio "Cecil" Camacho Matias

Date: November 20, 2025

I, Cecilio Camacho Matias, hereby tender my resignation as a member of the Board of Supervisors of the Colbert Landings Community Development District.

My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Notice of Tender of Resignation has been executed and scanned by me and electronically transmitted to gillyardd@whhassociates.com and agree that the executed emailed copy shall be binding and enforceable as an original.



Signature

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

4

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

_____
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this ___ day of _____, 202__, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Colbert Landings Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

_____ _____ _____
Street Phone Fax

_____ _____
City, State, Zip Email Address

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Colbert Landings Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective March 5, 2026:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

Raymond Passaro is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of March 5, 2026:

Cecil Camacho	Assistant Secretary
Kristen Thomas	Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2026.

ATTEST:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

6

Supplemental Engineers Report For Colbert Landings CDD Phase 2

Prepared for:

Colbert Landings CDD
c/o Wrathell Hunt and Associates, LLC.
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Gulfstream Design Group Project For Colbert #24-148

Initial Issue: March 5, 2026

Project # 24-148

Matthew Lahti, PE
Principal, FL#71395

Gulfstream Design Group, LLC

2225 A1A South, Suite A2, St. Augustine, Florida 32080
904-794-4231 • www.gulfstreamdesign.com
Civil Site Design • Permitting • Land Development • Consulting

1.0 Project Information

1.1 Purpose

The *Engineer's Report for the Colbert Landings Community Development District* dated March 28, 2023 ("**Master Report**") describes the capital improvement program ("**CIP**") for the Colbert Landings Community Development District ("**District**") that was estimated to cost approximately $41,695,139. The capital improvements included in the CIP are intended to be constructed in two (2) phases that will ultimately provide infrastructure supporting the development of the entire District. The second phase of the CIP is estimated to cost approximately $5,577,014.71 and includes the costs allocable to the final phase of the development (the "**Phase 2 Project**"), including master infrastructure improvements supporting the entire development and neighborhood infrastructure improvements supporting Phase 2 of the development, which will consist of 269 residential units.

This report supplements the Master Report for the purpose of describing the Phase 2 Project.

1.2 General Development Overview

Colbert Landings (the "**Development**") is a 482-unit single-family home development situated in the City of Palm Coast, Florida. The Development is planned to be developed in two (2) phases. Phase 2 of the Development consists of 269 residential units, for which Meritage Homes of Florida, Inc., a Florida corporation, is the landowner of 129 residential units and Taylor Morrison of Florida, Inc., a Florida corporation, is the landowner of 140 residential units. These 269 lots have been platted as *Colbert Landings Phase 2*, which was recorded in the Official Records of Flagler County at Plat Book 44, Page 1 *et seq.* ("**Plat**"). A legal description and sketch of Phase 2 are shown in **Composite Exhibit A**. The Plat is attached as **Exhibit B**.

The Development lies on the west side of Colbert Lane. The District encompasses a gross property area of 293.3 acres. The subject property is zoned SFR-1. The Flood Zone Designation is X & AE.

1.3 Status of Development

The City of Palm Coast, Florida ("**City**") approved construction plans for Colbert Landings Phases 1 and 2. Colbert Landings is divided into two (2) phases. Construction of the Phase 2 section of the development has been completed.

1.4 Development Permitting

The status of the applicable permits necessary for the development of Phase 2 of the District is as follows:

Agency	Permit Number	Permit Issue Date
St. Johns River Water Management District	Conceptual – 97632-13 Offsite – 18477-12 Onsite ERP – 9763212	Conceptual – 11/4/2022 Offsite – 7/21/2022 Onsite ERP – 11/8/2022

Florida Department of Environmental Protection 404	18-0406-482-002-SFI	11/14/2022
Florida Department of Environmental Protection Domestic Water	0080282-364-DSGP	9/14/2022
Florida Department of Environmental Protection Domestic Wastewater	0018380-335-DWC	9/22/2022
Flagler County Right-Of-Way	ROW-202200335	8/8/2022
City of Palm Coast Site Development Order	2022051341	12/8/2022
City of Palm Coast Preliminary Plat Development Order	AR# 4956	5/6/2022 (Expired: 5/6/2023)
City of Palm Coast Master Plan	AR# 4793	7/7/2021

The development permitting information can be found in the attached Permit Summary Letter found under **Exhibit C**.

1.5 Unit Product Type

The Development consists of a total of 269 residential units distributed between two builders, Meritage Homes and Taylor Morrison. Meritage Homes will deliver 129 units, predominantly comprised of smaller-lot single-family residences, including 111 units with building pads of 45 feet or less (classified as Single-Family 50') and 18 units with building pads greater than 45 feet (classified as Single-Family 60'). Taylor Morrison will construct a total of 140 units, providing a more balanced product mix with 81 units on building pads of 45 feet or less and 59 units on building pads greater than 45 feet.

Overall, the development is primarily characterized by higher-density single-family housing, with 192 of the 269 total units (approximately 71 percent) classified as Single-Family 50' and the remaining 77 units (approximately 29 percent) classified as Single-Family 60', with Taylor Morrison contributing most of the larger-lot units. The Phase 2 Project product type information can be found in the Lot Count Table under **Exhibit D**.

1.6 Phase 2 Project Cost

The Phase 2 Project Cost is based on the Wal-Rose, Inc. Bid Schedule. The various improvements that are part of the overall CIP, including those that are part of the Phase 2 Project, are described in detail in the Master Report. The Phase 2 Project includes, but is not limited to, the following items: roadways, water/sewer/reclaim utilities, stormwater management, hardscape/landscape/irrigation, park and recreational facilities, the differential cost of undergrounding electrical conduit, contingency, and soft costs. The itemized infrastructure construction cost is provided in the schedule below.

	Total Phase 2 Project
Number of Lots	269
Common Area Infrastructure (1)(4)	$2,214,870.60
Stormwater Management (2)(3)	$510,062.54

Utilities (Water, Sewer, Reuse)	$2,054,034.79
Lighting (7)	$185,264.71
Offsite Roadway (5)	$612,782.76
Total	**$5,577,014.71**

1. Common Area infrastructure is Contractors General Conditions, Onsite Roadway/Curbing and Sidewalk with associated ADA Ramps.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, and curbing.
5. Offsite Improvements include turn lanes and any offsite roadways currently owned and maintained by Flagler County will remain owned and maintained by the County.
6. Estimates are based on actual bids for site development work and other costs based on 2026 cost levels, with common costs allocated to each phase.
7. The District will enter into a Lighting Agreement with local electric utility for the street light poles and lighting service. Only the incremental cost of undergrounding of wire in public right-of-way and on District land is included.
8. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be funded by the District), or third-party.
9. The District will only fund professional and permitting costs that are allocable to improvements funded by the District.

1.7 Conclusion

The Phase 2 Project will be designed in accordance with current government regulations and requirements. The Phase 2 Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- The estimated cost of the Phase 2 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure.

- All the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, *Florida Statutes*.

- The Phase 2 Project was feasible to construct, there were no technical reasons that prevented the implementation of the Phase 2 Project, and all necessary regulatory approvals were obtained; and

- The assessable property within the District will receive a special benefit from the Phase 2 Project that is at least equal to the costs of the Phase 2 Project.

As described above, this report identifies the benefits of the Phase 2 Project to the lands within the District. The public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's Phase 2 Project, which is designed solely to provide special benefits peculiar to property within the District.

Special and peculiar benefits accrue to property within the district and enable properties within its boundaries to be developed.

The Phase 2 Project is owned, or will be owned upon completion of any remaining conveyances, by the District or other governmental units and such Phase 2 Project is available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All components of the Phase 2 Project are or will be, upon completion of any remaining conveyances, located on land owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The Phase 2 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the Phase 2 Project or the fair market value of such components.

Please note that the Phase 2 Project as presented herein was based on plans and market conditions which were subject to change during the development process. Accordingly, the Phase 2 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the Development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Matthew Lahti, P.E.

Date 2/18/2026

Matthew Lahti, P.E. FL# 71395

Digitally signed by Matthew Lahti, P.E. FL# 71395
Date: 2026.02.18 09:53:30 -05'00'

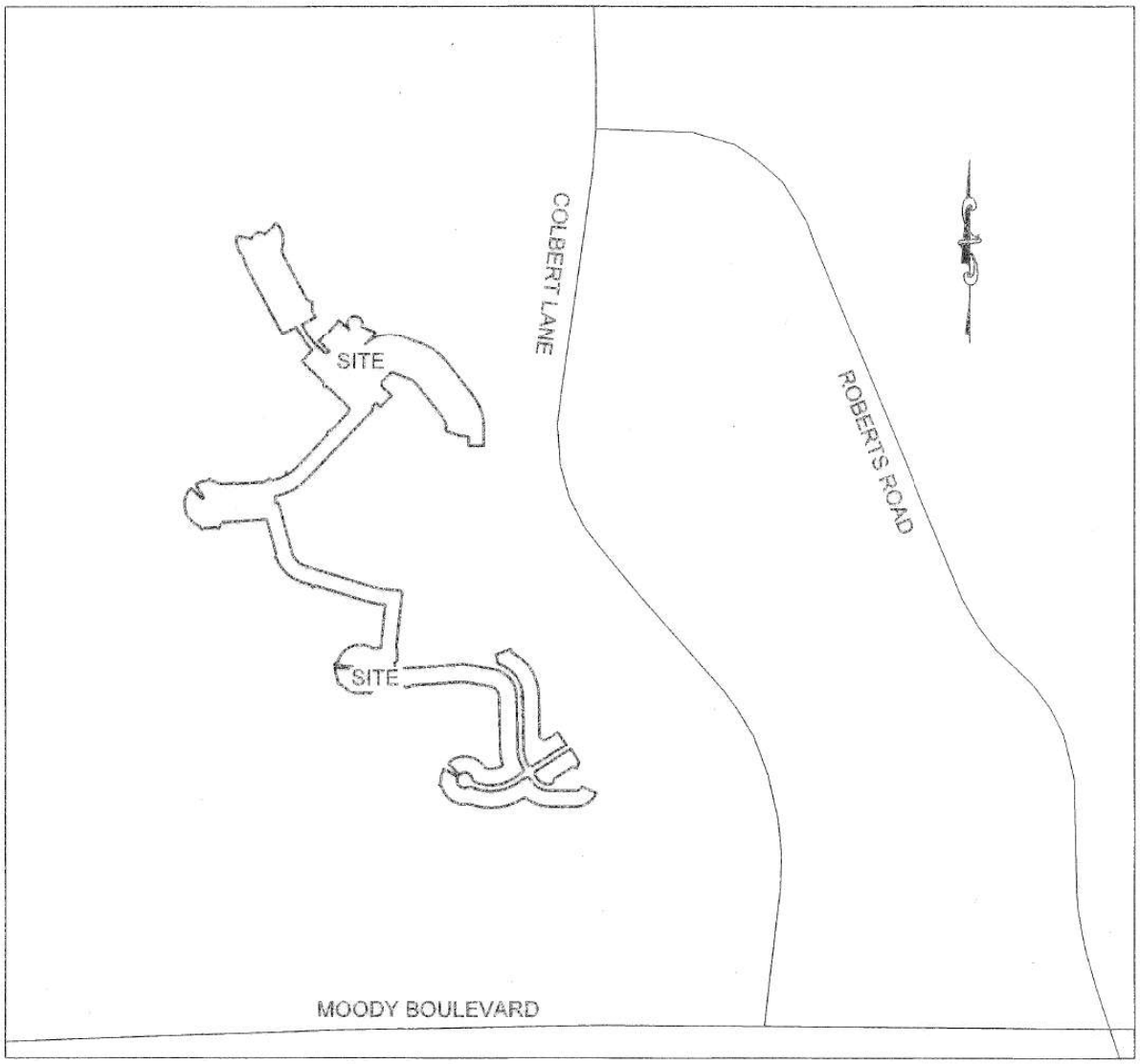
End of Report

Exhibit A

Legal Description

LOCATION MAP:

1" = 400'



REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORD IN PLAT BOOK 42, PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LOCATED IN SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14, COLBERT LANDINGS PHASE 1 LOCATED IN THE ABOVE SAID SECTION, TOWNSHIP, RANGE, FLAGLER COUNTY, FLORIDA: THENCE SOUTH 89°29'08" WEST, 125.00 FEET; THENCE NORTH 00°30'52" WEST, 75.72 FEET; THENCE NORTH 88°16'22" WEST, 50.04 FEET; THENCE NORTH 00°30'52" WEST, 0.86 FEET; THENCE NORTH 74°20'25" WEST, 130.01 FEET; THENCE NORTH 27°04'00" WEST, 22.41 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 57°12'35", A TANGENT LENGTH OF 13.63 FEET, THE LONG CHORD OF WHICH BEARS NORTH 19°50'43" EAST FOR A DISTANCE OF 23.94 FEET WITH A RADIAL LINE IN OF NORTH 41°32'59" WEST AND A RADIAL LINE OUT OF NORTH 81°14'26" EAST FOR AN ARC LENGTH OF 24.96 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 39.96 FEET, A CENTRAL ANGLE OF 29°50'12", THE RADIUS OF WHICH BEARS SOUTH 81°14'26" WEST, THE CHORD OF WHICH BEARS NORTH 23°40'40" WEST FOR A DISTANCE OF 77.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 78.11 FEET; THENCE NORTH 38°35'46" WEST, 332.40 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 41.18 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS NORTH 51°24'14" EAST, THE CHORD OF WHICH BEARS NORTH 53°56'55" WEST FOR A DISTANCE OF 79.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 80.39 FEET; THENCE NORTH 69°18'05" WEST, 129.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.36 FEET, A CENTRAL ANGLE OF 67°26'46", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 76°58'32" WEST FOR A DISTANCE OF 38.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.20 FEET; THENCE SOUTH 43°15'09" WEST, 80.16 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 46°44'51" EAST, THE CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE SOUTH 46°44'51" EAST, 97.68 FEET; THENCE SOUTH 43°15'09" WEST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 50.32 FEET; THENCE SOUTH 45°57'01" WEST, 50.06 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A TANGENT LENGTH OF 25.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 35.36 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'09" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°15'09" WEST, 755.62 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 475.00 FEET, A TANGENT LENGTH OF 152.35 FEET, A CENTRAL ANGLE OF 35°33'56", THE RADIUS OF WHICH

BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS SOUTH 61°02'07" WEST FOR A DISTANCE OF 290.14 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 294.85 FEET; THENCE SOUTH 03°23'12" EAST, 50.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'03", A TANGENT LENGTH OF 22.82 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 58°02'37" EAST FOR A DISTANCE OF 33.71 FEET WITH A RADIAL LINE IN OF SOUTH 10°26'08" EAST AND A RADIAL LINE OUT OF NORTH 74°20'55" EAST FOR AN ARC LENGTH OF 36.99 FEET; THENCE SOUTH 15°39'05" EAST, 381.67 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 96.21 FEET, A CENTRAL ANGLE OF 57°36'03", THE RADIUS OF WHICH BEARS NORTH 74°20'55" EAST, THE CHORD OF WHICH BEARS SOUTH 44°27'07" EAST FOR A DISTANCE OF 168.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.93 FEET; THENCE SOUTH 73°15'08" EAST, 568.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 22.05 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 16°44'52" EAST, THE CHORD OF WHICH BEARS SOUTH 78°50'59" EAST FOR A DISTANCE OF 43.89 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.96 FEET; THENCE SOUTH 84°26'49" EAST, 169.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 05°33'11" WEST, THE CHORD OF WHICH BEARS SOUTH 39°26'49" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 05°33'11" WEST, 401.33 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 19.92 FEET, A CENTRAL ANGLE OF 10°07'01", THE RADIUS OF WHICH BEARS SOUTH 84°26'49" EAST, THE CHORD OF WHICH BEARS SOUTH 00°29'40" WEST FOR A DISTANCE OF 39.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.73 FEET; THENCE SOUTH 04°33'51" EAST, 88.26 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.09 FEET, A CENTRAL ANGLE OF 86°06'43", A TANGENT LENGTH OF 23.44 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 42°17'53" WEST FOR A DISTANCE OF 34.26 FEET WITH A RADIAL LINE IN OF SOUTH 89°14'32" WEST AND A RADIAL LINE OUT OF SOUTH 04°38'45" EAST FOR AN ARC LENGTH OF 37.71 FEET; THENCE SOUTH 07°34'30" EAST, 50.07 FEET; THENCE NORTH 85°26'09" EAST, 527.70 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 33.13 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 87°41'39" EAST FOR A DISTANCE OF 65.79 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 65.95 FEET; THENCE SOUTH 80°49'28" EAST, 138.72 FEET; THENCE SOUTH 80°49'28" EAST, 60.86 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 186.01 FEET, A CENTRAL ANGLE OF 79°09'39", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS SOUTH 41°14'38" EAST FOR A DISTANCE OF 286.72 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 310.86 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “A”; THENCE SOUTH 01°39'48" EAST, 438.65 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 77.16 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 17°20'12" EAST FOR A DISTANCE OF 148.58 FEET; THENCE ALONG THE ARC OF SAID

CURVE FOR A DISTANCE OF 150.45 FEET; THENCE SOUTH 33°00'36" EAST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 56°59'24" WEST, THE CHORD OF WHICH BEARS SOUTH 11°59'24" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 56°59'24" WEST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A TANGENT LENGTH OF 178.08 FEET, A CENTRAL ANGLE OF 57°26'24", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS SOUTH 85°42'36" WEST FOR A DISTANCE OF 312.34 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 325.82 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 13.18 FEET, A CENTRAL ANGLE OF 55°35'03", THE RADIUS OF WHICH BEARS NORTH 24°25'48" EAST, THE CHORD OF WHICH BEARS NORTH 37°46'41" WEST FOR A DISTANCE OF 23.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.25 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 117.80 FEET, A CENTRAL ANGLE OF 124°28'58", THE RADIUS OF WHICH BEARS SOUTH 80°00'51" WEST, THE CHORD OF WHICH BEARS NORTH 72°13'38" WEST FOR A DISTANCE OF 109.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 134.70 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “B”; THENCE NORTH 44°28'07" WEST, 123.89 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 19.15 FEET, A CENTRAL ANGLE OF 8°25'07", A TANGENT LENGTH OF 1.41 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°58'09" EAST FOR A DISTANCE OF 2.81 FEET WITH A RADIAL LINE IN OF SOUTH 53°14'24" EAST AND A RADIAL LINE OUT OF NORTH 44°49'18" WEST FOR AN ARC LENGTH OF 2.81 FEET; THENCE NORTH 47°59'56" EAST, 13.29 FEET; THENCE , ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.86 FEET, A CENTRAL ANGLE OF 20°12'51", A TANGENT LENGTH OF 9.96 FEET, THE LONG CHORD OF WHICH BEARS NORTH 36°14'52" EAST FOR A DISTANCE OF 19.60 FEET WITH A RADIAL LINE IN OF NORTH 43°38'43" WEST AND A RADIAL LINE OUT OF SOUTH 63°51'34" EAST FOR AN ARC LENGTH OF 19.71 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 92°58'44", A TANGENT LENGTH OF 202.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 77°20'44" EAST FOR A DISTANCE OF 278.50 FEET WITH A RADIAL LINE IN OF SOUTH 33°50'07" EAST AND A RADIAL LINE OUT OF NORTH 59°08'38" EAST FOR AN ARC LENGTH OF 311.58 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 43°17'29", A TANGENT LENGTH OF 77.39 FEET, THE LONG CHORD OF WHICH BEARS NORTH 81°40'34" EAST FOR A DISTANCE OF 143.86 FEET WITH A RADIAL LINE IN OF NORTH 13°19'19" EAST AND A RADIAL LINE OUT OF SOUTH 29°58'10" EAST FOR AN ARC LENGTH OF 147.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 12°22'39", A TANGENT LENGTH OF 45.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°05'57" WEST FOR A DISTANCE OF 89.48 FEET WITH A RADIAL LINE IN OF NORTH 70°42'44" EAST AND A RADIAL LINE OUT OF SOUTH 83°05'23" WEST FOR AN ARC LENGTH OF 89.65 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 415.00 FEET, A TANGENT LENGTH OF 19.02 FEET, A CENTRAL ANGLE OF 5°14'49", THE RADIUS OF WHICH BEARS NORTH 83°05'23" EAST, THE CHORD OF WHICH BEARS NORTH 04°17'13" WEST FOR A DISTANCE OF 37.99 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 38.00 FEET; THENCE

NORTH 01°39'48" WEST, 438.67 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 84.98 FEET, A CENTRAL ANGLE OF 79°10'28", A TANGENT LENGTH OF 70.27 FEET, THE LONG CHORD OF WHICH BEARS NORTH 41°14'58" WEST FOR A DISTANCE OF 108.30 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'16" WEST AND A RADIAL LINE OUT OF NORTH 09°09'48" EAST FOR AN ARC LENGTH OF 117.43 FEET; THENCE NORTH 80°49'28" WEST, 199.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A TANGENT LENGTH OF 16.26 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS NORTH 87°41'39" WEST FOR A DISTANCE OF 32.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.37 FEET; THENCE SOUTH 85°26'09" WEST, 397.75 FEET; THENCE SOUTH 67°41'30" WEST, 52.50 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 43°31'49", A TANGENT LENGTH OF 15.97 FEET, THE LONG CHORD OF WHICH BEARS NORTH 72°47'56" WEST FOR A DISTANCE OF 29.66 FEET WITH A RADIAL LINE IN OF SOUTH 38°57'58" WEST AND A RADIAL LINE OUT OF NORTH 04°33'51" WEST FOR AN ARC LENGTH OF 30.39 FEET; THENCE SOUTH 85°26'09" WEST, 199.46 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.16 FEET, A CENTRAL ANGLE OF 30°49'13", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 70°01'33" WEST FOR A DISTANCE OF 29.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.59 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 207.00 FEET, A TANGENT LENGTH OF 12.40 FEET, A CENTRAL ANGLE OF 06°51'22", THE RADIUS OF WHICH BEARS NORTH 35°23'04" WEST, THE CHORD OF WHICH BEARS SOUTH 58°02'37" WEST FOR A DISTANCE OF 24.76 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.77 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 14.05 FEET, A CENTRAL ANGLE OF 43°44'22", THE RADIUS OF WHICH BEARS SOUTH 28°31'42" EAST, THE CHORD OF WHICH BEARS SOUTH 39°36'07" WEST FOR A DISTANCE OF 26.07 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 26.72 FEET; THENCE NORTH 72°16'04" WEST, 26.66 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 62°39'21", A TANGENT LENGTH OF 122.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 75°01'00" WEST FOR A DISTANCE OF 210.05 FEET WITH A RADIAL LINE IN OF NORTH 16°20'40" WEST AND A RADIAL LINE OUT OF SOUTH 46°18'41" WEST FOR AN ARC LENGTH OF 220.90 FEET; THENCE NORTH 62°51'15" WEST, 42.54 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 52°02'26", A TANGENT LENGTH OF 19.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°07'32" EAST FOR A DISTANCE OF 35.10 FEET WITH A RADIAL LINE IN OF NORTH 62°51'15" WEST AND A RADIAL LINE OUT OF NORTH 65°06'19" EAST FOR AN ARC LENGTH OF 36.33 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 202.00 FEET, A TANGENT LENGTH OF 45.52 FEET, A CENTRAL ANGLE OF 25°23'54", THE RADIUS OF WHICH BEARS NORTH 65°06'19" EAST, THE CHORD OF WHICH BEARS NORTH 12°11'44" WEST FOR A DISTANCE OF 88.81 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86°39'32" EAST, 140.56 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 17°37'42", A TANGENT LENGTH OF 9.61 FEET, THE LONG CHORD OF WHICH BEARS NORTH 02°52'25" EAST FOR A DISTANCE OF 19.00 FEET WITH A RADIAL LINE IN OF NORTH 84°03'33" EAST AND A RADIAL

LINE OUT OF NORTH 78°18'44" WEST FOR AN ARC LENGTH OF 19.08 FEET; THENCE NORTH 86°39'32" WEST, 145.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 13°56'07", A TANGENT LENGTH OF 3.67 FEET, THE LONG CHORD OF WHICH BEARS NORTH 35°17'10" WEST FOR A DISTANCE OF 7.28 FEET WITH A RADIAL LINE IN OF SOUTH 61°40'53" WEST AND A RADIAL LINE OUT OF NORTH 47°44'47" EAST FOR AN ARC LENGTH OF 7.30 FEET; THENCE NORTH 51°21'25" EAST, 38.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 52°51'38", A TANGENT LENGTH OF 92.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 42°09'39" EAST FOR A DISTANCE OF 166.47 FEET WITH A RADIAL LINE IN OF SOUTH 74°16'10" EAST AND A RADIAL LINE OUT OF NORTH 21°24'33" WEST FOR AN ARC LENGTH OF 172.52 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET, A TANGENT LENGTH OF 94.28 FEET, A CENTRAL ANGLE OF 53°30'36", THE RADIUS OF WHICH BEARS SOUTH 21°24'33" EAST, THE CHORD OF WHICH BEARS SOUTH 84°39'14" EAST FOR A DISTANCE OF 168.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 174.64 FEET; THENCE NORTH 85°26'09" EAST, 67.25 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 7°56'14", A TANGENT LENGTH OF 24.28 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°35'03" EAST FOR A DISTANCE OF 48.45 FEET WITH A RADIAL LINE IN OF NORTH 87°36'56" EAST AND A RADIAL LINE OUT OF NORTH 84°26'49" WEST FOR AN ARC LENGTH OF 48.49 FEET; THENCE NORTH 05°33'11" EAST, 301.33 FEET; NORTH 84°26'49" WEST, 69.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET, A TANGENT LENGTH OF 34.30 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 05°33'11" EAST, THE CHORD OF WHICH BEARS NORTH 78°50'59" WEST FOR A DISTANCE OF 68.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 68.39 FEET; THENCE NORTH 73°15'08" WEST, 451.87 FEET; THENCE SOUTH 40°18'38" WEST, 28.31 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 66°16'25", A TANGENT LENGTH OF 22.85 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°03'17" WEST FOR A DISTANCE OF 38.26 FEET WITH A RADIAL LINE IN OF SOUTH 83°04'55" WEST AND A RADIAL LINE OUT OF NORTH 16°48'31" EAST FOR AN ARC LENGTH OF 40.48 FEET; THENCE NORTH 73°09'58" WEST, 82.05 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 49°29'04", A TANGENT LENGTH OF 140.56 FEET, THE LONG CHORD OF WHICH BEARS NORTH 46°52'45" WEST FOR A DISTANCE OF 255.31 FEET WITH A RADIAL LINE IN OF NORTH 18°22'43" EAST AND A RADIAL LINE OUT OF SOUTH 67°51'46" WEST FOR AN ARC LENGTH OF 263.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°43'31", A TANGENT LENGTH OF 10.54 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°03'07" WEST FOR A DISTANCE OF 19.43 FEET WITH A RADIAL LINE IN OF SOUTH 67°48'38" WEST AND A RADIAL LINE OUT OF NORTH 22°05'07" EAST FOR AN ARC LENGTH OF 19.95 FEET; THENCE NORTH 09°41'16" EAST, 29.40 FEET; THENCE NORTH 15°39'05" WEST, 287.50 FEET; THENCE SOUTH 85°44'23" WEST, 351.00 FEET; THENCE SOUTH 85°44'23" WEST, 5.59 FEET; THENCE SOUTH 51°21'49" WEST, 14.94 FEET; THENCE SOUTH 04°15'37" EAST, 1.71 FEET; THENCE SOUTH 27°09'21" WEST, 45.43 FEET; THENCE NORTH 64°19'35" WEST, 17.83 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 42°38'23", A TANGENT LENGTH OF 9.76 FEET, THE LONG CHORD OF WHICH

BEARS NORTH 85°38'52" WEST FOR A DISTANCE OF 18.18 FEET WITH A RADIAL LINE IN OF SOUTH 25°40'19" WEST AND A RADIAL LINE OUT OF NORTH 16°58'04" WEST FOR AN ARC LENGTH OF 18.61 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 39.01 FEET, A CENTRAL ANGLE OF 22°58'20", THE RADIUS OF WHICH BEARS NORTH 16°58'04" WEST, THE CHORD OF WHICH BEARS SOUTH 84°31'07" WEST FOR A DISTANCE OF 76.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 76.98 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 16.54 FEET, A CENTRAL ANGLE OF 66°59'12", THE RADIUS OF WHICH BEARS SOUTH 06°00'17" WEST, THE CHORD OF WHICH BEARS SOUTH 62°30'41" WEST FOR A DISTANCE OF 27.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.23 FEET; THENCE NORTH 36°10'52" WEST, 35.30 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 112°42'56", A TANGENT LENGTH OF 281.01 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°10'16" WEST FOR A DISTANCE OF 311.36 FEET WITH A RADIAL LINE IN OF NORTH 20°28'15" EAST AND A RADIAL LINE OUT OF NORTH 46°48'48" WEST FOR AN ARC LENGTH OF 367.88 FEET; THENCE SOUTH 46°48'48" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 15°35'00", A TANGENT LENGTH OF 8.48 FEET, THE LONG CHORD OF WHICH BEARS NORTH 50°58'42" EAST FOR A DISTANCE OF 16.81 FEET WITH A RADIAL LINE IN OF SOUTH 46°48'48" EAST AND A RADIAL LINE OUT OF NORTH 31°13'48" WEST FOR AN ARC LENGTH OF 16.86 FEET; THENCE NORTH 31°13'48" WEST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 24°15'25", A TANGENT LENGTH OF 40.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 70°53'54" EAST FOR A DISTANCE OF 78.58 FEET WITH A RADIAL LINE IN OF SOUTH 31°13'48" EAST AND A RADIAL LINE OUT OF NORTH 06°58'23" WEST FOR AN ARC LENGTH OF 79.17 FEET; THENCE NORTH 60°57'02" EAST, 41.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 49°45'51", A TANGENT LENGTH OF 16.23 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 53°55'54" EAST FOR A DISTANCE OF 29.45 FEET WITH A RADIAL LINE IN OF NORTH 60°57'02" EAST AND A RADIAL LINE OUT OF SOUTH 11°11'11" WEST FOR AN ARC LENGTH OF 30.40 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 27.53 FEET, A CENTRAL ANGLE OF 16°19'11", THE RADIUS OF WHICH BEARS SOUTH 11°11'11" WEST, THE CHORD OF WHICH BEARS SOUTH 70°39'14" EAST FOR A DISTANCE OF 54.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.69 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.65 FEET, A CENTRAL ANGLE OF 31°45'59", THE RADIUS OF WHICH BEARS NORTH 27°30'22" EAST, THE CHORD OF WHICH BEARS SOUTH 78°22'38" EAST FOR A DISTANCE OF 30.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 30.49 FEET; THENCE NORTH 85°44'23" EAST, 75.29 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 10.59 FEET, A CENTRAL ANGLE OF 33°39'54", THE RADIUS OF WHICH BEARS NORTH 04°15'37" WEST, THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL

ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE

OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF

NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE

NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE

SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “A” ON THE WEST RIGHT OF WAY OF TEQUESTA COURT; THENCE NORTH 88°20'12" EAST, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING OF TRACT 2; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 70°51'33", A TANGENT LENGTH OF 195.65 FEET, THE LONG CHORD OF WHICH BEARS NORTH 37°05'35" WEST FOR A DISTANCE OF 318.84 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'12" WEST AND A RADIAL LINE OUT OF NORTH 17°28'39" EAST FOR AN ARC LENGTH OF 340.10 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 19.31 FEET, A CENTRAL ANGLE OF 75°21'10", THE RADIUS OF WHICH BEARS NORTH 17°28'39" EAST, THE CHORD OF WHICH BEARS NORTH 34°50'46" WEST FOR A DISTANCE OF 30.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.88 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A TANGENT LENGTH OF 26.48 FEET, A CENTRAL ANGLE OF 23°55'30", THE RADIUS OF WHICH BEARS NORTH 87°10'11" WEST, THE CHORD OF WHICH BEARS NORTH 09°07'56" WEST FOR A DISTANCE OF 51.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 52.20 FEET; THENCE NORTH 68°54'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 6°37'38", A TANGENT LENGTH OF 14.47 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 17°46'52" EAST FOR A DISTANCE OF 28.90 FEET WITH A RADIAL LINE IN OF SOUTH 68°54'19" WEST AND A RADIAL LINE OUT OF NORTH 75°31'57" EAST FOR AN ARC LENGTH OF 28.92 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 14°36'10", A TANGENT LENGTH OF 51.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 55°34'36" EAST FOR A DISTANCE OF 101.67 FEET WITH A RADIAL LINE IN OF SOUTH 27°07'19" WEST AND A RADIAL LINE OUT OF NORTH 41°43'29" EAST FOR AN ARC LENGTH OF 101.95 FEET; THENCE SOUTH 49°38'59" EAST, 62.51 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 16°33'17", A TANGENT LENGTH OF 4.36 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 29°56'45" EAST FOR A DISTANCE OF 8.64 FEET WITH A RADIAL LINE IN OF NORTH 68°19'53" EAST AND A RADIAL LINE OUT OF SOUTH 51°46'37" WEST FOR AN ARC LENGTH OF 8.67 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 405.00 FEET, A TANGENT LENGTH OF 133.78 FEET, A CENTRAL ANGLE OF 36°33'35", THE RADIUS OF WHICH BEARS SOUTH 51°46'37" WEST, THE CHORD OF WHICH BEARS SOUTH 19°56'36" EAST FOR A DISTANCE OF 254.06 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 258.43 FEET; THENCE SOUTH 01°39'48" EAST, 325.12 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 62.30 FEET, A CENTRAL ANGLE OF 121°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 62°20'12" EAST FOR A DISTANCE OF 61.03 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 74.13 FEET; THENCE NORTH 56°59'24" EAST, 112.27 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 56°59'24" WEST, 320.09 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “C”; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS NORTH 78°00'36" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27

FEET; THENCE NORTH 33°00'36" WEST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 63.13 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 17°20'12" WEST FOR A DISTANCE OF 121.57 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 123.10 FEET; THENCE NORTH 01°39'48" WEST, 438.65 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “B” ON THE RIGHT OF WAY OF REGAL DRIVE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 18°09'10", A TANGENT LENGTH OF 9.90 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 36°27'18" WEST FOR A DISTANCE OF 19.56 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF NORTH 44°28'07" WEST FOR AN ARC LENGTH OF 19.64 FEET TO A POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 147°12'05", A TANGENT LENGTH OF 210.67 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 46°13'19" EAST FOR A DISTANCE OF 118.96 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF SOUTH 29°49'22" EAST FOR AN ARC LENGTH OF 159.29 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 12.85 FEET, A CENTRAL ANGLE OF 54°25'09", THE RADIUS OF WHICH BEARS SOUTH 29°49'22" EAST, THE CHORD OF WHICH BEARS NORTH 87°23'12" EAST FOR A DISTANCE OF 22.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 23.74 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 206.18 FEET, A CENTRAL ANGLE OF 57°36'23", THE RADIUS OF WHICH BEARS NORTH 24°35'47" EAST, THE CHORD OF WHICH BEARS NORTH 85°47'35" EAST FOR A DISTANCE OF 361.35 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.03 FEET; THENCE NORTH 56°59'24" EAST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 78°00'36" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 33°00'36" EAST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 95.75 FEET, A CENTRAL ANGLE OF 57°22'09", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS SOUTH 61°41'40" EAST FOR A DISTANCE OF 168.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.22 FEET; THENCE NORTH 89°37'15" EAST, 209.73 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 65°02'49", A TANGENT LENGTH OF 39.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 56°43'06" EAST FOR A DISTANCE OF 66.67 FEET WITH A RADIAL LINE IN OF NORTH 00°45'30" WEST AND A RADIAL LINE OUT OF SOUTH 65°48'19" EAST FOR AN ARC LENGTH OF 70.39 FEET; THENCE SOUTH 65°48'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 65°38'40", A TANGENT LENGTH OF 120.62 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 57°01'01" WEST FOR A DISTANCE OF 202.72 FEET WITH A

RADIAL LINE IN OF NORTH 65°48'19" WEST AND A RADIAL LINE OUT OF SOUTH 00°09'39" EAST FOR AN ARC LENGTH OF 214.25 FEET; THENCE SOUTH 89°37'15" WEST, 208.60 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A TANGENT LENGTH OF 110.86 FEET, A CENTRAL ANGLE OF 40°33'45", THE RADIUS OF WHICH BEARS NORTH 00°22'45" WEST, THE CHORD OF WHICH BEARS NORTH 70°05'53" WEST FOR A DISTANCE OF 207.98 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 212.38 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 53°12'23", A TANGENT LENGTH OF 252.92 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 82°57'17" WEST FOR A DISTANCE OF 452.29 FEET WITH A RADIAL LINE IN OF NORTH 33°38'54" WEST AND A RADIAL LINE OUT OF SOUTH 19°33'29" WEST FOR AN ARC LENGTH OF 468.96 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 85°02'27", A TANGENT LENGTH OF 176.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 59°43'06" WEST FOR A DISTANCE OF 259.53 FEET WITH A RADIAL LINE IN OF NORTH 12°14'20" WEST AND A RADIAL LINE OUT OF SOUTH 72°48'08" WEST FOR AN ARC LENGTH OF 284.97 FEET; THENCE NORTH 45°59'18" WEST, 32.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 51°15'44", A TANGENT LENGTH OF 19.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 24°42'36" EAST FOR A DISTANCE OF 34.61 FEET WITH A RADIAL LINE IN OF NORTH 39°39'32" WEST AND A RADIAL LINE OUT OF NORTH 89°04'43" EAST FOR AN ARC LENGTH OF 35.79 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 48.41 FEET, A CENTRAL ANGLE OF 28°17'59", THE RADIUS OF WHICH BEARS NORTH 89°04'43" EAST, THE CHORD OF WHICH BEARS NORTH 13°13'43" EAST FOR A DISTANCE OF 93.87 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.83 FEET; THENCE SOUTH 62°37'17" EAST, 130.00 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “C” ON THE NORTH RIGHT OF WAY OF REGAL DRIVE; THENCE SOUTH 33°00'36" EAST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING; THENCE NORTH 56°59'24" EAST, 331.64 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 18°07'27" WEST, 54.81 FEET; THENCE NORTH 71°52'33" WEST, 11.44 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 26.31 FEET, A CENTRAL ANGLE OF 51°08'03", THE RADIUS OF WHICH BEARS SOUTH 18°07'27" WEST, THE CHORD OF WHICH BEARS SOUTH 82°33'26" WEST FOR A DISTANCE OF 47.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 49.09 FEET; THENCE SOUTH 56°59'24" WEST, 140.58 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 20.64 FEET, A CENTRAL ANGLE OF 79°05'16", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 17°26'46" WEST FOR A DISTANCE OF 31.83 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 34.51 FEET; THENCE SOUTH 56°59'24" WEST, 38.40 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°54'28", A TANGENT LENGTH OF 70.59 FEET, THE LONG CHORD OF WHICH BEARS NORTH 62°27'50" WEST FOR A DISTANCE OF 122.93 FEET WITH A RADIAL LINE IN OF NORTH 01°55'04" WEST AND A RADIAL LINE OUT OF

SOUTH 56°59'24" WEST FOR AN ARC LENGTH OF 128.52 FEET; THENCE NORTH 33°00'36" WEST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 11°59'24" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.40 ACRES +/-

Exhibit B

Final Plat

Instrument No: 202501961 9 5/8/2025 11:49 AM PLAT BOOK: 44 PAGE: 1 PAGES: 20
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

COLBERT LANDINGS PHASE 2

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

OWNERS' DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, AND TAYLOR MORRISON OF FLORIDA INC., A FLORIDA CORPORATION, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT ENTITLED COLBERT LANDINGS PHASE 2 LOCATED IN THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT IN THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND DEDICATES THE DRAINAGE EASEMENTS AND UTILITY EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC.

ARMENIA COURT, GRECO DRIVE, ARMOYAN DRIVE, GRAND CYPRESS COURT, REGAL DRIVE AND TEQUESTA COURT ARE DEDICATED TO THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT FOR THE BENEFIT OF THE OWNERS OF THE LOTS, THEIR SUCCESSORS AND ASSIGNS, THEIR GUEST AND FOR ACCESS BY MUNICIPAL SERVICES AND CODE ENFORCEMENT, FOR THE PURPOSE OF PRIVATE RIGHT-OF-WAY, VEHICULAR ACCESS, COMMON AREA, SIDEWALKS, SIGNAGE AND THE INSTALLATION AND MAINTENANCE OF STORM WATER MANAGEMENT SYSTEMS. ARMENIA COURT, GRECO DRIVE, ARMOYAN DRIVE, GRAND CYPRESS COURT, REGAL DRIVE AND TEQUESTA COURT ARE TO BE OWNED AND MAINTAINED BY THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT. AN UTILITY, DRAINAGE AND ACCESS EASEMENT IS HEREBY DEDICATED TO THE CITY OF PALM COAST, FLORIDA, ITS SUCCESSORS AND ASSIGNS, OVER ALL PRIVATE RIGHTS-OF-WAY FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF CITY OF PALM COAST UTILITY AND DRAINAGE FACILITIES, AND FOR ACCESS PURPOSES.

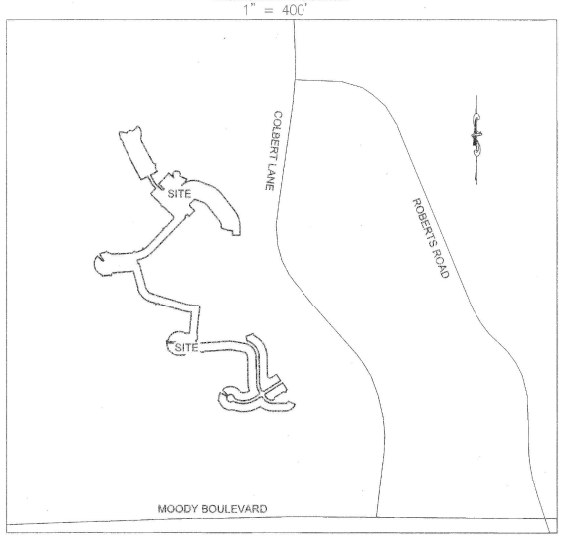
ROAD RIGHTS OF WAY ARE DEDICATED TO THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT FOR THE BENEFIT OF THE OWNERS OF THE LOTS, THEIR SUCCESSORS AND ASSIGNS, THEIR GUESTS AND FOR ACCESS BY MUNICIPAL SERVICES AND CODE ENFORCEMENT, FOR THE PURPOSE OF PRIVATE RIGHT-OF-WAY, VEHICULAR ACCESS, SIDEWALKS, COMMON AREA, SIGNAGE AND THE INSTALLATION AND MAINTENANCE OF STORM WATER MANAGEMENT SYSTEMS.

A 10-FOOT-WIDE NONEXCLUSIVE UTILITY AND DRAINAGE EASEMENT ACROSS THE FRONTAGE OF ALL LOTS IS HEREBY GRANTED TO THE CITY OF PALM COAST, ITS SUCCESSORS AND ASSIGNS, AND TO ANY PUBLIC OR PRIVATE UTILITY PROVIDER, FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC UTILITIES AND DRAINAGE FACILITIES.

ALL DRAINAGE EASEMENTS SHOWN HEREON ARE FOR DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM COAST, FLORIDA (COPC). THE COPC HAS NO MAINTENANCE OBLIGATION WITHIN THE DRAINAGE EASEMENTS AND TRACTS BUT RETAINS THE RIGHT TO ACCESS, INSPECT, AND RESTORE FUNCTIONALITY IF THE DRAINAGE SYSTEM FAILS TO MEET CITY STANDARDS. IF THE COPC PERFORMS ANY REPAIRS WITHIN THE DRAINAGE EASEMENTS, THE COST OF SUCH REPAIRS SHALL BE THE OBLIGATION OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT.

NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON THE CITY OF PALM COAST OR ANY OTHER GOVERNING BODY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY AND EXPRESSLY ASSUMED BY CITY OR OTHER GOVERNING BODY.

LOCATION MAP:
1" = 400'



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Unofficial Copy

OWNERS' DEDICATION AND RESERVATION

IN WITNESS WHEREOF, THE UNDERSIGNED, MERITAGE HOMES OF FLORIDA, INC. A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED GARRETT CONE THEREUNTO DULY AUTHORIZED ON THIS 2nd DAY OF April 2025.

WITNESSES:

PRINT NAME: Elizabeth Silva

PRINT NAME:

MERITAGE HOMES OF FLORIDA, INC.
A FLORIDA CORPORATION

BY:
GARRETT CONE
DIVISION PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA,
COUNTY OF FLAGLER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 2nd DAY OF April 2025, BY GARRET CONE, DIVISION PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, SUCH PERSON [✓] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

Shannon Greene
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARY PUBLIC Shannon Greene
PRINTED NAME: Shannon Greene
COMMISSION EXPIRES: 8/31/2027
COMMISSION NUMBER: HH 394942

SHANNON GREENE
NOTARY PUBLIC - STATE OF FLORIDA
NO. HH 394942
My Comm. Expires 8/31/2027

OWNERS' DEDICATION AND RESERVATION

IN WITNESS WHEREOF, THE UNDERSIGNED, TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED RICHARD CARRUTHERS THEREUNTO DULY AUTHORIZED ON THIS 28th DAY OF April 2025.

WITNESSES:

PRINT NAME: James Sprott

PRINT NAME: Cecil Camacho

TAYLOR MORRISON OF FLORIDA, INC.
A FLORIDA CORPORATION

BY:
RICHARD CARRUTHERS
DIVISION PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA,
COUNTY OF FLAGLER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 28 DAY OF April 2025, BY RICHARD CARRUTHERS, DIVISION PRESIDENT OF TAYLOR MORRISON OF FLORIDA, INC., SUCH PERSON [✓] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS ICENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARY PUBLIC Rachael Brannan
PRINTED NAME: Rachael Brannan
COMMISSION EXPIRES: Jan 2, 2029
COMMISSION NUMBER: HH 625519

RACHAEL BRANNAN
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 625519
MY COMMISSION EXPIRES JAN. 02, 2029

APPROVAL BY COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

SIGNED IN THE PRESENCE OF: Shannon Greene

WITNESSES:

PRINT NAME: Angela Mayatte

PRINT NAME: Kayland Hughes

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

BY:
MARTHA SCHIFFER
COLBERT LANDINGS COMMUNITY
DEVELOPMENT DISTRICT CHAIR

(CORPORATE SEAL)

STATE OF FLORIDA,
COUNTY OF FLAGLER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 21st DAY OF April 2025, BY MARTHA SCHIFFER, CHAIR OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, A FLORIDA CORPORATION, SUCH PERSON [✓] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARY PUBLIC Shannon Greene
PRINTED NAME: Shannon Greene
COMMISSION EXPIRES: 8/31/27
COMMISSION NUMBER: HH 394942

SHANNON GREENE
NOTARY PUBLIC - STATE OF FLORIDA
NO. HH 394942
My Comm. Expires 8/31/2027

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY THAT ON THE 16th DAY OF May THIS PLAT WAS APPROVED.

CITY ENGINEER

PRINTED NAME: Dennis Leap

CERTIFICATE OF APPROVAL BY DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT

I HEREBY APPROVE THE FINAL PLAT FOR COLBERT LANDINGS PHASE 2 SUBDIVISION.

DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT — DATE: May 6, 2025

PRINTED NAME: Ray Tyrer

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORDING ON THE 8th DAY OF May 2025.

BY: CLERK AND EX OFFICIO CLERK TO THE BOARD OF COUNTY COMMISSIONERS FLAGLER COUNTY, FLORIDA

PRINTED NAME: Tom Bexley

CERTIFICATE OF APPROVAL BY THE CITY OF PALM COAST, FLORIDA

THIS IS TO CERTIFY THAT ON THE 6th DAY OF May 2025, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA.

CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA

BY: MAYOR, CITY OF PALM COAST

PRINTED NAME: Michael E Norris

ATTEST: Kaleb Cook
CITY CLERK — CITY CLERK

PRINTED NAME: Kaleb Cook

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON THE 18th DAY OF April 2025, HE/SHE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT THE FOREGOING PLAT WAS PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS, FLOOD ZONES AND WETLAND BOUNDARIES THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177.091 (7) AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SECTION 177.091 (8), FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN FLAGLER COUNTY, FLORIDA AND THAT SAID LAND IS SUBJECT TO THE CITY OF PALM COAST PLATTING REGULATIONS.

DATE: 4/18/2025 BY: 4/18/2025

BILLY ALAN CHAVERS, PSM LS # 7036
DALE STOCKSTILL & ASSOCIATES, P.A.
LICENSED BUSINESS NUMBER 8052
801 INTERNATIONAL PARKWAY, SUITE 500
LAKE MARY, FL 32746

CERTIFICATE OF REVIEW

I HEREBY CERTIFY THAT THE UNDERSIGNED IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT WITH THE CITY OF PALM COAST. I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OR OWNERS OF RECORD AND HAVE REVIEWED THIS PLAT AND FOUND IT TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND THE CITY OF PALM COAST PLATTING REGULATIONS.

Randall L. Roberts — 4/18/2025
DATE

RANDALL L. ROBERTS, RLS
FLORIDA REGISTRATION NUMBER 3144
CPH CONSULTING, LLC LB#7143
STATE OF FLORIDA

SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

DALE STOCKSTILL & ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYORS
801 INTERNATIONAL PARKWAY, SUITE 500
LAKE MARY, FL 32746
407-926-0333

COLBERT LANDINGS PHASE 2

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON EAST LINE OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING S01°28'12"E. COORDINATES ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83, FL EAST ZONE BASED ON NGS MONUMENTS "FLAGPORT AZ MK" AND "FLAGPORT".
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.)
3. STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES AS SHOWN ON THE PLAT.
4. THE SUBJECT PROPERTY LIES IN ZONE X (AREA OF MINIMAL FLOODING). THE FLOOD DELINEATION LINE SHOWN HEREON IS BASED OFF AND SCALED USING THE LETTER OF MAP REVISION BASED ON FILL, CASE NUMBER 25-04-1896A.
5. DO NOT USE THIS PLAT FOR FLOOD ZONE DETERMINATION. THE FLOOD INSURANCE RATE MAP IS SUBJECT TO CHANGE. USE THE CURRENT APPROVED FIRM FOR COMMUNITY PANEL NUMBER, DATE AND FLOOD ZONE DETERMINATION.
6. NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON THE ANY GOVERNING BODY TO PERFORM ANY ACT OR CONSTRUCTION OR MAINTENANCE WITHIN ANY DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.
7. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8. ALL UTILITIES ARE TO BE LOCATED UNDERGROUND.
9. RIGHTS-OF-WAY SHALL BE OWNED AND MAINTAINED BY THE COMMUNITY DEVELOPMENT DISTRICT AND CONSIST OF ALL INTERNAL ROADWAYS SHOW HEREON FOR THE PURPOSES OF LANDSCAPING, SIDEWALKS, DRAINAGE, UTILITIES AND ROAD RIGHTS-OF-WAY. IT IS SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF PALM COAST, FLORIDA, NOR SHALL ANY REQUEST EVER BE ENTERTAINED BY THE CITY OF PALM COAST, FLORIDA, TO MAINTAIN OR IMPROVE SAID RIGHTS-OF-WAY.
10. MONUMENTS MUST BE SET AT THE LOT CORNERS BEFORE THE TRANSFER OF THE LOT
11. SIDEWALKS, PER CONSTRUCTION PLANS, WILL BE INSTALLED WITH EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT. SIDEWALKS ARE TO BE INSTALLED IN FRONT OF LOTS 6-12, 30-41, 43-56, 88-97, 107-145, 173-175, 180-197, 228-234, 241-244, AND 255-269.
12. NO BUILDING, STRUCTURE, OR OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN ANY CITY OF PALM COAST EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE CITY OF PALM COAST AND ALL UTILITY PROVIDERS HAVING RIGHTS TO USE THE EASEMENT.
13. THE CITY OF PALM COAST RESERVES THE RIGHT TO REQUIRE THE PROPERTY OWNER OR HOA TO MODIFY, RELOCATE, OR REMOVE ANY STRUCTURE, IMPROVEMENT, OR OBJECT WITHIN THE CITY OF PALM COAST EASEMENTS THAT INTERFERES WITH THE CITY'S USE OF THE EASEMENTS.

PLAT PROPERTY INFORMATION REPORT ISSUED BY ATTORNEYS' TITLE FUND SERVICES, LLC. FILE NUMBER 1608828-A1 WITH AN EFFECTIVE DATE OF SEARCH OF JANUARY 31, 2025 AT 11:00 P.M.

1. DIVISION OF STATE PLANNING AMENDING AGREEMENT BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION AND THE DIVISION OF STATE PLANNING OF THE DEPARTMENT OF ADMINISTRATION, STATE OF FLORIDA AS RECORDED NOVEMBER 1, 1977 IN OFFICIAL RECORDS BOOK 96, PAGES 204; CLARIFICATION OF THE DIVISION OF STATE PLANNING AMENDING AGREEMENT RECORDED NOVEMBER 17, 1989 IN OFFICIAL RECORDS BOOK 413, PAGE 656; THIRD AMENDING AGREEMENT RECORDED OCTOBER 19, 1990 IN OFFICIAL RECORDS BOOK 439, PAGE 1203; AGREEMENT RECORDED JULY 10, 1996 IN OFFICIAL RECORDS BOOK 560, PAGE 912; SETTLEMENT AGREEMENT RECORDED OCTOBER 28, 1997 IN OFFICIAL RECORDS BOOK 596, PAGES 763, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SUBJECT PROPERTY)
2. ASSESSMENT LIEN RECORDED IN RESOLUTION NO. 90-40 RECORDED OCTOBER 22, 1990 IN OFFICIAL RECORDS BOOK 439, PAGE 1431; RESOLUTION NO. 91-28, RECORDED AUGUST 28, 1991 IN OFFICIAL RECORDS BOOK 453, PAGE 535, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SUBJECT PROPERTY)
3. EASEMENTS CREATED BY WARRANTY DEED RECORDED OCTOBER 5, 1992 IN OFFICIAL RECORDS BOOK 474, PAGE 820; ASSIGNMENT RECORDED DECEMBER 30, 1997 IN OFFICIAL RECORDS BOOK 602, PAGE 16; ASSIGNMENT RECORDED JULY 1, 1998 IN OFFICIAL RECORDS BOOK 620, PAGE 1073; ASSIGNMENT RECORDED NOVEMBER 1, 2002 IN OFFICIAL RECORDS BOOK 861, PAGE 1529; ASSIGNMENT RECORDED NOVEMBER 1, 2002 IN OFFICIAL RECORDS BOOK 861, PAGE 1541; ASSIGNMENT RECORDED NOVEMBER 18, 2013 IN OFFICIAL RECORDS BOOK 1976, PAGE 30, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SUBJECT PROPERTY)
4. PETITION TO VOLUNTARILY ANNEX REAL PROPERTY TO THE CITY OF PALM COAST FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 1121, PAGE 1891; CITY OF PALM COAST ORDINANCE NO. 2005-20 RECORDED IN OFFICIAL RECORDS BOOK 1262, PAGE 1614; CITY OF PALM COAST'S NOTICE OF FILING RELATING TO ORDINANCE NO. 2005-20 RECORDED IN OFFICIAL RECORDS BOOK 1358, PAGE 731, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
5. CITY OF PALM COAST DEVELOPER AGREEMENT WITH COLBERT LANE LLC RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 1122, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
6. ORDINANCE NO. 2005-22 (PZ PUD 2005-05-08 COLBERT LANE LLC) ESTABLISHING THE COLBERT LANDINGS PHASE I RESIDENTIAL PUD RECORDED IN OFFICIAL RECORDS BOOK 1262, PAGE 1627, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
7. UTILITY AGREEMENTS FOR WATER AND WASTEWATER SERVICE RECORDED JUNE 21, 2006 IN OFFICIAL RECORDS BOOK 1449, PAGE 1386, AND OFFICIAL RECORDS BOOK 2718, PAGE 1147; ASSIGNMENT AND ASSUMPTION OF UTILITY AGREEMENT FOR WATER AND WASTEWATER SERVICE IN OFFICIAL RECORDS BOOK 2736, PAGE 1315; AND TRANSFER OF RIGHTS RELATING TO WATER AND WASTEWATER SERVICE IN OFFICIAL RECORDS BOOK 2755, PAGE 958, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
8. ASSIGNMENT OF DEVELOPMENT RIGHTS DATED DECEMBER 27, 2007, RECORDED DECEMBER 28, 2007, IN OFFICIAL RECORDS BOOK 1635, PAGE 313; CORRECTIVE ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED FEBRUARY 10, 2008, IN OFFICIAL RECORDS BOOK 1648, PAGE 771; CORRECTIVE ASSIGNMENT AND ASSUMPTION OF ASSIGNMENT OF DEVELOPMENT RIGHTS IN OFFICIAL RECORDS BOOK 2736, PAGE 1211, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
9. COST SHARING AGREEMENT BY AND BETWEEN WATERFORD INVESTMENT PROPERTIES, INC. AND COLBERT LANE, LLC RECORDED AUGUST 13, 2009 IN OFFICIAL RECORDS BOOK 1731, PAGE 463; AS AFFECTED BY THE ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 2498, PAGE 1601; FIRST AMENDMENT OF COST SHARING AGREEMENT FOR MAINTENANCE AND CONSTRUCTION OF OFFSITE IMPROVEMENTS IN OFFICIAL RECORDS BOOK 2736, PAGE 805; AND ASSIGNMENT AND ASSUMPTION OF COST SHARING AGREEMENT FOR MAINTENANCE AND CONSTRUCTION OF OFFSITE IMPROVEMENTS IN OFFICIAL RECORDS BOOK 2736, PAGE 1268, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
10. ASSIGNMENT OF PERMITS AND DEVELOPER' S RIGHTS RECORDED AUGUST 13, 2009 IN OFFICIAL RECORDS BOOK 1731, PAGE 527; AS AFFECTED BY THE ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 2498, PAGE 1614; AND ASSIGNMENT AND ASSUMPTION OF ASSIGNMENT OF PERMITS AND DEVELOPER'S RIGHTS IN OFFICIAL RECORDS BOOK 2736, PAGE 1239, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
11. ACCESS EASEMENT AGREEMENT BY AND BETWEEN COLBERT LANE LLC AND WATERFORD INVESTMENT PROPERTIES, INC. RECORDED AUGUST 13, 2009 IN OFFICIAL RECORDS BOOK 1731, PAGE 573, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (DOES NOT AFFECT SUBJECT PROPERTY)
12. UNRECORDED MEMORANDUM OF HUNTING LEASE BY AND BETWEEN WATERFORD INVESTMENT PROPERTIES, INC. AND COLBERT LN. HUNT CLUB DATED JUNE 23, 2020. (NO DOCUMENTS PROVIDED. NO DETERMINATION MADE BY THIS SURVEYOR)
13. DEVELOPMENT ORDER APPROVAL SUBDIVISION MASTER PLAN RECORDED IN OFFICIAL RECORDS BOOK 2605, PAGE 686, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
14. SUBDIVISION PRELIMINARY PLAT DEVELOPMENT ORDER APPROVAL RECORDED IN OFFICIAL RECORDS BOOK 2701, PAGE 1404; NOTICE OF FILING RECORDED IN OFFICIAL RECORDS BOOK 2709, PAGE 1888; AND 2ND NOTICE OF RE-FILING RELATING TO FILING OF APPROVAL DEVELOPMENT ORDER NO. 4956, COLBER LANDINGS SUBDIVISION IN OFFICIAL RECORDS BOOK 2726, PAGE 268, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
15. PUBLIC SCHOOL PROPORTIONATE SHARE MITIGATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2710, PAGE 247; AND ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL PROPORTIONATE SHARE MITIGATION AGREEMENT IN OFFICIAL RECORDS BOOK 2736, PAGE 1348, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
16. NOTICE OF ESTABLISHMENT OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS O.R. BOOK 2765, PAGE 1211; COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT NOTICE OF MASTER SPECIAL ASSESSMENTS / GOVERNMENTAL LINE OF RECORD RECORDED IN OFFICIAL RECORDS O.R. BOOK 2810, PAGE 279; COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RECORDED IN O.R. BOOK 2842, PAGE 726, AND O.R. BOOK 2842, PAGE 755; COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023-2 RECORDED IN O.R. BOOK 2839, PAGE 1011 AND O.R. BOOK 2839, PAGE 1005; DECLARATION OF CONSENT TO THE JURISDICTION OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF 2023-2 SPECIAL ASSESSMENTS RECORDED IN O.R. BOOK 2842, PAGE 686; AGREEMENT BY AND BETWEEN THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND TAYLOR MORRISON OF FLORIDA, INC., REGARDING THE TRUE-UP AND PAYMENT OF ASSESSMENTS RECORDED IN O.R. BOOK 2842, PAGE 705; DECLARATION OF CONSENT TO THE JURISDICTION OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF 2023-1 SPECIAL ASSESSMENTS RECORDED IN O.R. BOOK 2842, PAGE 680; AGREEMENT BY AND BETWEEN THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND MERITAGE HOMES OF FLORIDA, INC., REGARDING THE TRUE-UP AND PAYMENT OF ASSESSMENTS RECORDED IN O.R. BOOK 2842, PAGE 691; DISCLOSURE OF PUBLIC FINANCE AND MAINTENANCE OF IMPROVEMENT TO REAL PROPERTY UNDERTAKEN BY THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT RECORDED IN O.R. BOOK 2867, PAGE 1548, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
17. EASEMENT CONTAINED IN INSTRUMENT RECORDED AUGUST 15, 2023, UNDER OFFICIAL RECORDS O.R. BOOK 2804, PAGE 1580, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (APPURTENANT TO SUBJECT PROPERTY AS SHOWN ON THE PLAT OF COLBERT LANDINGS PHASE 1)
18. DEVELOPMENT ORDER MODIFICATION APPROVAL NUMBER 5514, COLBERT LANDINGS SUBDIVISION RECORDED IN O.R. BOOK 2837, PAGE 1441, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
19. DEVELOPMENT ORDER APPROVAL COLBERT LANDINGS MODEL HOME (TAYLOR MORRISON) RECORDED IN O.R. BOOK 2837, PAGE 1457, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
20. DEVELOPMENT ORDER APPROVAL COLBERT LANDINGS MODEL HOME (MERITAGE HOMES) RECORDED IN O.R. BOOK 2837, PAGE 1462, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
21. DEVELOPMENT ORDER APPROVAL TECHNICAL EARLY START PLAN COLBERT LANDINGS (MERITAGE) EARLY START RECORDED IN O.R. BOOK 2856, PAGE 634, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
22. FOR INFORMATION PURPOSES: NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 2748, PAGE 805, OF THE PUBLIC RECORDS OF FLAGLER COUNTY,FLORIDA. (SHOWN FOR INFORMATIONAL PURPOSES) (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
23. DEVELOPMENT ORDER APPROVAL TECHNICAL EARLY START PLAN COLBERT LANDINGS (TAYLOR MORRISON) EARLY START RECORDED IN O.R. BOOK 2863, PAGE 1056, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY BUT IS BLANKET IN NATURE AND NOT PLOTTABLE)
24. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. (NO DOCUMENTS PROVIDED. NO DETERMINATION MADE BY THIS SURVEYOR)
25. ANY LIENS CREATED OR LEVIED PURSUANT TO CHS. 190, 170, AND 197, F.S., PERTAINING TO COMMUNITY DEVELOPMENT DISTRICTS (NO DOCUMENTS PROVIDED. NO DETERMINATION MADE BY THIS SURVEYOR)
26. COVERAGE IS EXCEPTED AS TO RIPARIAN AND LITTORAL RIGHTS; THE POSSIBLE RIGHT OF THE PUBLIC TO USE BEACH AREA AND/OR WATERWAYS; AND ANY LAND INSURED HEREIN THAT WAS FORMERLY OR IS CURRENTLY SUBMERGED, INCLUDING ANY FILLED LANDS, ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS, FOR THE RIGHTS OF THE UNITED STATES GOVERNMENT AND THE STATE OF FLORIDA. IF THE NAVIGATIONAL SERVITUDE ENDORSEMENT IS ATTACHED TO THIS POLICY AND MADE A PART HEREOF, THE COVERAGE AFFORDED THEREBY SHALL NOT EXTEND TO ANY PORTION OF THE LAND SUBJECT TO A CLAIM OF OWNERSHIP BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY. COMMITMENT EXCEPTION #3 IS HEREBY DELETED IN ITS ENTIRETY. (NO DOCUMENTS PROVIDED. NO DETERMINATION MADE BY THIS SURVEYOR)
27. A-1: INTENTIONALLY DELETED.

NOTES REGARDING EASEMENTS

1. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
2. AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE AND STORMWATER SYSTEM AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS GRANTED TO THE CITY OF PALM COAST FOR EMERGENCY PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORMWATER SYSTEM CREATES A HAZARD TO PUBLIC HEALTH, SAFETY, OR GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY, OR LIABILITY UPON THE CITY OF PALM COAST TO TAKE ANY ACTION.
3. THE ACCESS EASEMENT AGREEMENT BY AND BETWEEN COLBERT LANE LLC AND WATERFORD INVESTMENT PROPERTIES, INC,. RECORDED AUGUST 13, 2009 IN OFFICIAL RECORDS BOOK 1731, PAGE 573 AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.
4. THE OWNER HEREBY DEDICATES AN EASEMENT FOR INGRESS AND EGRESS OVER ALL PRIVATE RIGHTS-OF-WAY TO THE CITY OF PALM COAST. THE CITY OF PALM COAST, FLORIDA, FLAGLER COUNTY, FLORIDA, THE STATE OF FLORIDA, AND THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA SHALL BE ALLOWED ACCESS ON THE PRIVATE DRIVES, ROADS, PEDESTRIAN WAYS, EASEMENTS, AND COMMON OPEN SPACES TO ENSURE AND PROVIDE FOR THE POLICE AND FIRE PROTECTION OF THE AREA, THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, AND FOR INGRESS AND EGRESS FOR LAW ENFORCEMENT AND EMERGENCY VEHICLES, MAIL AND PACKAGE DELIVERY, SOLIC WASTE/SANITATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, AND TO ENSURE THE HEALTH AND SAFETY OF THE RESIDENTS AND GUESTS OF RESIDENTS.
5. ALL RIGHTS-OF-WAY ARE HEREBY DEDICATED TO THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR RIGHT-OF-WAY PURPOSES, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS WITH NO RECOURSE TO THE CITY OF PALM COAST. THE OWNER GRANTS AN ACCESS EASEMENT OVER SAID RIGHTS-OF-WAYS TO THE CITY OF PALM COAST FOR MUNICIPAL SERVICES, CITY CODE ENFORCEMENT, AND EMERGENCY SERVICES FOR FIRE, POLICE AND OTHER GOVERNMENTAL AGENCIES. THE OWNER GRANTS AN EASEMENT OVER SAID RIGHTS-OF-WAY TO THE CITY OF PALM COAST OVER ALL STORM WATER MANAGEMENT TRACTS AND DRAINAGE EASEMENTS FOR EMERGENCY PURPOSES ONLY. ALL LOT OWNERS WITH THE SUBDIVISION SHALL HAVE ACCESS RIGHTS TO SAID RIGHTS-OF-WAY ROADWAY SYSTEM FOR THE RESPECTIVE LOTS.
6. THE OWNER HEREBY DEDICATES AN EASEMENT FOR INGRESS AND EGRESS OVER ALL TRACTS CONVEYED TO THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT OR HOA/POA OF RECORD, SPECIFICALLY EXCLUDING ALL PRIVATELY OWNED LOTS, TO THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, THE STATE OF FLORIDA, AND THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA TO ENSURE AND PROVIDE FOR THE POLICE AND FIRE PROTECTION OF THE AREA, THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, AND FOR INGRESS AND EGRESS FOR LAW ENFORCEMENT AND EMERGENCY VEHICLES, MAIL AND PACKAGE DELIVERY, SOLID WASTE/SANITATION, AND OTHER SIMILAR GOVERNMENTAL SERVICES, AND TO ENSURE THE HEALTH AND SAFETY OF THE RESIDENTS AND GUESTS OF RESIDENTS. HOWEVER, ANY PROPERTY DISTURBED BY SUCH USE SHALL BE RESTORED TO ITS PREVIOUS CONDITION. SUCH GRANT IS LIMITED TO THE GOVERNMENTS INCLUDED HEREIN WITHOUT ANY RIGHT TO ASSIGNMENT TO OTHERS.

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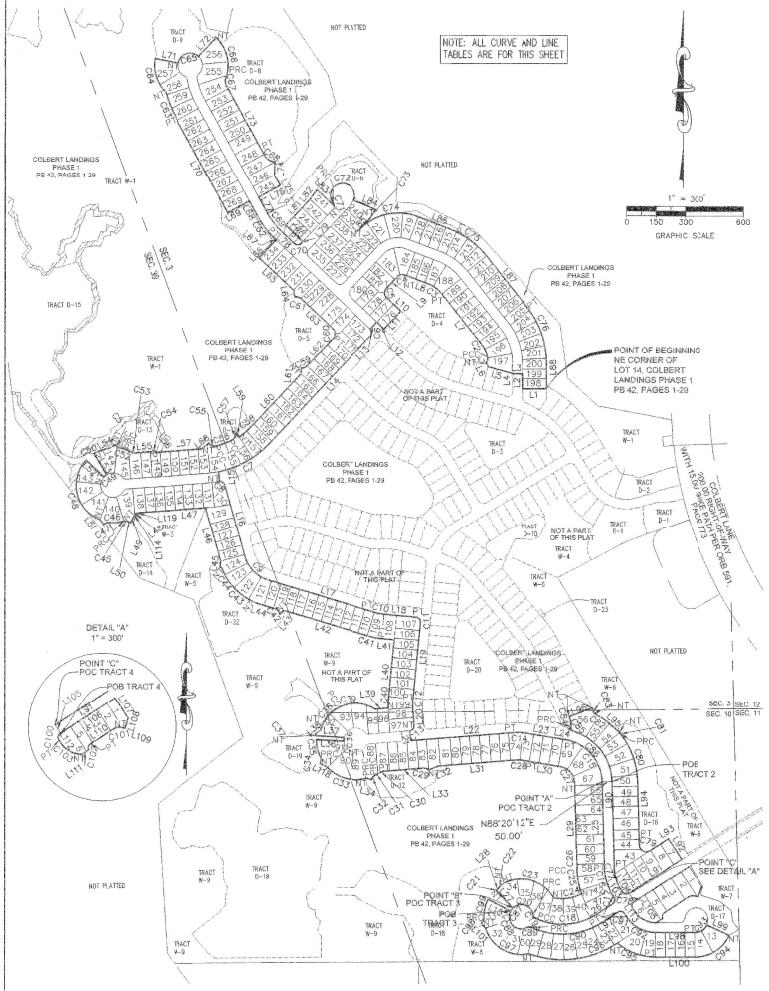
DALE STOCKSTILL & ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYORS
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SHEET INDEX

SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3,10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA



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Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	24.96'	25.00'	57°12'35"	N19° 50' 43"E	23.94'
C2	78.11'	150.00'	29°50'12"	N23° 40' 40"W	77.23'
C3	80.39'	150.00'	30°42'19"	N53° 56' 55"W	79.43'
C4	41.20'	35.00'	67°26'46"	S76° 58' 32"W	38.86'
C5	54.98'	35.00'	90°00'00"	S1° 44' 51"E	49.50'
C6	39.27'	25.00'	90°00'00"	S1° 44' 51"E	35.36'
C7	294.85'	475.00'	35°33'56"	S61° 02' 07"W	290.14'
C8	36.99'	25.00'	84°47'03"	S58° 02' 37"E	33.71'
C9	175.93'	175.00'	57°36'03"	S44° 27' 07"E	168.62'
C10	43.96'	225.00'	11°11'41"	S78° 50' 59"E	43.89'
C11	39.27'	25.00'	90°00'00"	S39° 26' 49"E	35.36'
C12	39.73'	225.00'	10°07'01"	S0° 29' 60"W	39.68'
C13	37.71'	25.09'	86°06'43"	S42° 17' 53"W	34.26'
C14	65.95'	275.00'	13°44'23"	S87° 41' 39"E	65.79'
C15	310.86'	225.00'	79°09'39"	S41° 14' 38"E	286.72'
C16	150.45'	275.00'	31°20'48"	S17° 20' 12"E	148.58'
C17	39.27'	25.00'	90°00'00"	S11° 59' 24"W	35.36'
C18	325.82'	325.00'	57°26'24"	S85° 42' 36"W	312.34'
C19	24.25'	25.00'	55°35'03"	N37° 46' 41"W	23.31'
C20	134.70'	62.00'	124°28'58"	N72° 13' 38"W	109.73'
C21	2.81'	19.15'	8°25'07"	N40° 58' 09"E	2.81'
C22	19.71'	55.86'	20°12'51"	N36° 14' 52"E	19.60'
C23	311.58'	192.00'	92°58'44"	S77° 20' 44"E	278.50'
C24	147.34'	195.00'	43°17'29"	N81° 40' 34"E	143.86'
C25	89.65'	415.00'	12°22'39"	N13° 05' 57"W	89.48'
C26	38.00'	415.00'	5°14'49"	N4° 17' 13"W	37.99'
C27	17.43'	64.90'	7°41°20"	N41° 14' 06"W	106.30'
C28	32.37'	135.00'	13°44'23"	N87° 41' 39"W	32.30'
C29	30.39'	40.00'	43°31'49"	N72° 47' 56"W	29.66'
C30	29.59'	55.00'	30°49'13"	S70° 01' 33"W	29.23'
C31	24.77'	207.00'	6°51'22"	S58° 02' 37"W	24.76'
C32	26.72'	35.00'	43°44'22"	S39° 36' 07"W	26.07'
C33	220.90'	202.00'	62°39'21"	N75° 01' 00"W	210.05'
C34	36.33'	40.00'	52°02'26"	N1° 07' 32"E	35.10'
C35	89.54'	202.00'	25°23'54"	N12° 11' 44"W	88.81'
C36	19.08'	62.00'	17°37'42"	N2° 52' 25"E	19.00'
C37	7.30'	30.00'	13°56'07"	N35° 17' 10"W	7.28'
C38	172.52'	187.00'	52°51'38"	N42° 09' 39"E	166.47'
C39	174.64'	187.00'	53°30'36"	S84° 39' 14"E	168.37'
C40	48.49'	350.00'	7°56'14"	N1° 35' 23"E	48.45'
C41	68.39'	350.00'	11°11'41"	N78° 50' 59"W	68.28'
C42	40.48'	35.00'	66°16'25"	N40° 03' 17"W	38.26'
C43	263.42'	305.00'	49°29'04"	N46° 52' 45"W	255.31'
C44	19.95'	25.00'	45°43'31"	N45° 03' 07"W	19.43'
C45	18.61'	25.00'	42°38'23"	N85° 38' 52"W	18.18'
C46	76.98'	192.00'	22°58'20"	S84° 31' 07"W	76.47'
C47	29.23'	25.00'	66°59'12"	S62° 30' 41"W	27.59'
C48	367.88'	187.00'	112°42'56"	N13° 10' 16"W	311.36'
C49	16.86'	62.00'	15°35'00"	N50° 58' 42"E	16.81'
C50	79.17'	187.00'	24°15'24"	N70° 53' 54"E	78.58'
C51	30.40'	35.00'	49°45'51"	S53° 55' 54"E	29.45'
C52	54.69'	192.00'	16°19'11"	S70° 39' 14"E	54.50'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C53	30.49'	55.00'	31°45'59"	S78° 22' 38"E	30.10'
C54	20.56'	35.00'	33°39'54"	N68° 54' 26"E	20.27'
C55	41.86'	35.00'	68°31'58"	S69° 12' 07"E	39.41'
C56	87.85'	345.00'	14°35'21"	N69° 14' 13"E	87.61'
C57	41.71'	35.00'	68°17'05"	N27° 48' 00"E	39.29'
C58	79.05'	350.00'	12°56'25"	N49° 43' 22"E	78.88'
C59	31.76'	35.00'	51°59'04"	N69° 14' 41"E	30.68'
C60	54.98'	35.00'	90°00'00"	N1° 44' 51"W	49.50'
C61	37.39'	40.00'	53°33'30"	N73° 31' 36"W	36.04'
C62	133.65'	425.00'	18°01'06"	N37° 44' 18"W	133.10'
C63	133.21'	550.00'	13°52'36"	N21° 47' 27"W	132.88'
C64	185.09'	187.00'	56°42'35"	N17° 57' 50"W	177.62'
C65	132.95'	62.00'	122°51'52"	N71° 49' 24"E	108.90'
C66	220.78'	192.00'	65°53'09"	S13° 48' 06"E	208.82'
C67	45.95'	55.00'	47°52'13"	S4° 47' 38"E	44.63'
C68	66.28'	65.00'	58°25'20"	S57° 56' 25"E	63.44'
C69	117.93'	375.00'	18°01'06"	S37° 44' 18"E	117.44'
C70	39.27'	25.00'	90°00'00"	N88° 15' 09"E	35.36'
C71	15.66'	25.00'	35°52'45"	N20° 12' 51"W	15.40'
C72	260.17'	62.00'	240°25'30"	N82° 03' 31"E	107.16'
C73	66.65'	182.00'	20°58'52"	S32° 45' 43"W	66.28'
C74	335.37'	280.17'	68°35'05"	N77° 33' 19"E	315.70'
C75	241.16'	450.00'	30°42'19"	S53° 56' 55"E	238.28'
C76	299.09'	450.00'	38°04'54"	S19° 33' 19"E	293.62'
C77	123.10'	225.00'	31°20'48"	N17° 20' 12"W	121.57'
C78	39.27'	25.00'	90°00'00"	N78° 00' 36"W	35.36'
C79	74.13'	35.00'	121°20'48"	S62° 20' 12"E	61.03'
C80	258.43'	405.00'	36°33'35"	S19° 56' 36"E	254.06'
C81	8.67'	30.00'	16°33'17"	S29° 56' 45"E	8.64'
C82	101.95'	400.00'	14°36'10"	S55° 34' 36"E	101.67'
C83	28.92'	250.00'	6°37'38"	S17° 46' 52"E	28.90'
C84	52.20'	125.00'	23°55'30"	N9° 07' 56"W	51.82'
C85	32.88'	25.00'	75°21'10"	N34° 50' 46"W	30.56'
C86	340.10'	275.00'	70°51'33"	N37° 05' 35"W	318.84'
C87	19.64'	62.00'	18°09'10"	S36° 27' 18"W	19.56'
C88	159.29'	62.00'	147°12'05"	S46° 13' 19"E	118.96'
C89	23.74'	25.00'	54°25'09"	N87° 23' 12"E	22.86'
C90	377.03'	375.00'	57°36'23"	N85° 47' 35"E	361.35'
C91	39.27'	25.00'	90°00'00"	S78° 00' 36"E	35.36'
C92	175.22'	175.00'	57°22'09"	S61° 41' 40"E	168.00'
C93	71.21'	62.00'	65°48'19"	N57° 05' 51"E	67.36'
C94	214.25'	187.00'	65°38'40"	N57° 05' 51"E	203.16'
C95	212.35'	300.00'	40°33'45"	S70° 06' 04"E	207.95'
C96	468.96'	505.00'	53°12'23"	N82° 57' 17"E	452.29'
C97	284.99'	192.00'	85°02'27"	S59° 43' 13"E	259.54'
C98	35.79'	40.00'	51°15'44"	N24° 42' 36"E	34.61'
C99	94.83'	192.00'	28°17'59"	S13° 13' 43"W	93.87'
C100	39.27'	25.00'	90°00'00"	N11° 59' 24"E	35.36'
C101	49.09'	55.00'	51°08'03"	S82° 33' 26"W	47.47'
C102	34.51'	25.00'	79°05'16"	S17° 26' 46"W	31.83'
C103	128.52'	125.00'	58°54'28"	N62° 27' 50"W	122.93'

Line Table		
Line #	Length	Direction
L1	125.00'	S89° 29' 08"W
L2	75.72'	N0° 30' 52"W
L3	50.04'	N88° 16' 22"W
L4	0.86'	N0° 30' 52"W
L5	130.01'	N74° 20' 25"W
L6	22.41'	N27° 04' 00"W
L7	332.40'	N38° 35' 46"W
L8	129.57'	N69° 18' 05"W
L9	80.16'	S43° 15' 09"W
L10	97.66'	S46° 44' 51"E
L11	125.00'	S43° 15' 09"W
L12	50.32'	N46° 44' 51"W
L13	50.06'	S45° 57' 01"W
L14	755.62'	S43° 15' 09"W
L15	50.42'	S3° 23' 12"E
L16	381.67'	S15° 39' 05"E
L17	568.57'	S73° 15' 08"E
L18	169.27'	S84° 26' 49"E
L19	401.33'	S5° 33' 11"W
L20	88.26'	S4° 33' 51"E
L21	50.07'	S7° 34' 30"E
L22	527.70'	N85° 26' 09"E
L23	138.72'	S80° 49' 28"E
L24	60.66'	S80° 49' 28"E
L25	438.65'	S1° 39' 48"E
L26	92.81'	S56° 59' 24"W
L27	123.89'	N44° 28' 07"W
L28	13.29'	N47° 59' 56"E
L29	438.67'	N1° 39' 48"W
L30	199.57'	N80° 49' 28"W
L31	397.75'	S85° 26' 09"W
L32	52.50'	S67° 41' 30"W
L33	199.48'	S85° 26' 09"W
L34	26.66'	N72° 16' 04"W
L36	140.56'	S86° 39' 32"E
L37	145.02'	N86° 39' 32"W
L38	38.02'	N51° 21' 25"E
L39	67.25'	N85° 26' 09"E
L40	301.33'	N5° 33' 11"E
L41	69.27'	N84° 26' 49"W
L42	451.87'	N73° 15' 08"W
L43	28.31'	S40° 18' 38"W
L44	82.05'	N73° 09' 58"W
L45	29.40'	N9° 41' 16"E
L46	287.50'	N15° 39' 05"W
L47	351.00'	S85° 44' 23"W
L48	14.94'	S51° 21' 49"W
L49	45.43'	S27° 09' 21"W
L50	17.83'	N64° 19' 35"W
L51	35.30'	N36° 10' 52"W
L52	125.00'	S46° 48' 48"E
L53	125.00'	N31° 13' 48"W
L54	41.34'	N60° 57' 02"E
L55	75.29'	N85° 44' 23"E
L56	13.06'	S37° 55' 31"E
L57	238.01'	N85° 44' 23"E
L58	47.64'	N52° 27' 59"E

Line Table		
Line #	Length	Direction
L59	25.42'	S33° 48' 26"E
L60	371.23'	N43° 15' 09"E
L61	29.95'	N5° 14' 13"E
L62	193.23'	N43° 15' 09"E
L63	219.06'	N46° 44' 51"W
L64	35.76'	N10° 18' 21"W
L65	240.00'	N46° 44' 51"W
L66	125.00'	N43° 15' 09"E
L67	7.74'	N46° 44' 51"W
L68	99.71'	N26° 43' 45"W
L69	125.00'	S61° 16' 15"W
L70	563.34'	N28° 43' 45"W
L71	125.00'	S79° 36' 32"E
L72	130.00'	N43° 15' 19"E
L73	398.75'	S28° 43' 45"E
L74	69.95'	S2° 12' 29"W
L75	60.00'	S28° 43' 45"E
L76	125.00'	S61° 16' 15"W
L77	94.15'	S28° 43' 45"E
L78	87.74'	S46° 44' 51"E
L79	12.84'	N43° 15' 09"E
L80	120.00'	N46° 44' 51"W
L81	180.00'	N43° 15' 09"E
L82	60.47'	N36° 08' 27"E
L83	120.00'	S46° 44' 51"E
L84	120.00'	S67° 43' 43"E
L85	71.23'	S43° 15' 09"W
L86	165.95'	S69° 18' 05"E
L87	332.40'	S38° 35' 46"E
L88	135.74'	S0° 30' 52"E
L90	438.65'	N1° 39' 48"W
L91	320.09'	S56° 59' 24"W
L92	125.00'	S33° 00' 36"E
L93	112.27'	N56° 59' 24"E
L94	325.12'	S1° 39' 48"E
L95	62.51'	S49° 38' 59"E
L96	125.00'	N68° 54' 19"E
L97	92.81'	N56° 59' 24"E
L98	209.73'	N89° 37' 15"E
L99	125.00'	S65° 48' 19"E
L100	208.60'	S89° 37' 15"W
L101	32.02'	N45° 59' 18"W
L102	130.00'	S62° 37' 17"E
L103	6.83'	S33° 00' 36"E
L104	6.83'	N33° 00' 36"W
L105	50.00'	S33° 00' 36"E
L106	331.64'	N56° 59' 24"E
L107	125.00'	S33° 00' 36"E
L108	54.81'	S18° 07' 27"W
L109	11.44'	N71° 52' 33"W
L110	140.58'	S56° 59' 24"W
L111	38.48'	S56° 59' 24"W
L112	18.23'	N33° 00' 36"W
L113	18.23'	S33° 00' 36"E
L114	1.71'	S4° 15' 37"E
L118	42.54'	N62° 51' 15"W
L119	5.59'	S85° 44' 23"W

LEGEND

L#	LINE LABEL
C#	CURVE LABEL
℄	CENTERLINE
N	NORTHING
E	EASTING
NT	NON-TANGENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
R	RADIUS
L	ARC LENGTH
Δ	CENTRAL ANGLE
C	CHORD LENGTH
CD	CHORD BEARING

ORB	OFFICIAL RECORDS BOOK
M.P.	MID POINT
P.I.	POINT OF INTERSECTION
R.P.	RADIUS POINT
R	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
ML	MATCHLINE
CM	CONCRETE MONUMENT
DB	DEED BOOK
(N.R.)	NON-RADIAL

ORB	OFFICIAL RECORDS BOOK
HOA	HOMEOWNERS ASSOCIATION
CDD	COMMUNITY DEVELOPMENT DISTRICT
ONA	CORNER NOT ACCESSIBLE (NOT SET)
PRM	PERMANENT REFERENCE MONUMENT
CCR #	CERTIFIED CORNER RECORD
PSM	PROFESSIONAL SURVEYOR AND MAPPER
F.S.	FLORIDA STATUTE
NGS	NATIONAL GEODETIC SURVEY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
NAVD 88	NORTH AMERICAN DATUM OF 1988

■	SET 4" X 4" CONCRETE MONUMENT LB 8052 STAMPED "PRM"
	FOUND 4"X4" CONCRETE MONUMENT, NO ID
◉	PERMANENT CONTROL POINT (PCP) SET NAIL & DISC "PCP" LB 8052
○	FOUND MONUMENTATON AS NOTED
✦	VERTICAL AND HORIZONTAL CONTROL POINTS

PB	PLAT BOOK
SEC.	SECTION
●	CHANGE IN DIRECTION
R/W	RIGHT-OF-WAY
(OV)	OVERALL
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
(BB)	BEARING BASIS
SQ.	SQUARE
FT.	FEET

DALE STOCKSTILL & ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYORS
801 INTERNATIONAL PARKWAY, SUITE 500
LAKE MARY, FL 32746
407-926-0333

SHEET INDEX

SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

LEGAL DESCRIPTION

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORD IN PLAT BOOK 42, PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LOCATED IN SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14, COLBERT LANDINGS PHASE 1 LOCATED IN THE ABOVE SAID SECTION, TOWNSHIP, RANGE, FLAGLER COUNTY, FLORIDA: THENCE SOUTH 89°29'08" WEST, 125.00 FEET; THENCE NORTH 00°30'52" WEST, 75.72 FEET; THENCE NORTH 88°16'22" WEST, 50.04 FEET; THENCE NORTH 00°30'52" WEST, 0.86 FEET; THENCE NORTH 74°20'25" WEST, 130.01 FEET; THENCE NORTH 27°04'00" WEST, 22.41 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 57°12'35", A TANGENT LENGTH OF 13.63 FEET, THE LONG CHORD OF WHICH BEARS NORTH 19°50'43" EAST FOR A DISTANCE OF 23.94 FEET WITH A RADIAL LINE IN OF NORTH 41°32'59" WEST AND A RADIAL LINE OUT OF NORTH 81°14'26" EAST FOR AN ARC LENGTH OF 24.96 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 39.96 FEET, A CENTRAL ANGLE OF 29°50'12", THE RADIUS OF WHICH BEARS SOUTH 81°14'26" WEST, THE CHORD OF WHICH BEARS NORTH 23°40'40" WEST FOR A DISTANCE OF 77.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 78.11 FEET; THENCE NORTH 38°35'46" WEST, 332.40 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 41.18 FEET, A CENTRAL ANGLE OF 30°42'19" THE RADIUS OF WHICH BEARS NORTH 51°24'14" EAST, THE CHORD OF WHICH BEARS NORTH 53°56'55" WEST FOR A DISTANCE OF 79.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 80.39 FEET; THENCE NORTH 69°18'05" WEST, 129.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.36 FEET, A CENTRAL ANGLE OF 67°26'46", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 76°58'32" WEST FOR A DISTANCE OF 38.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.20 FEET; THENCE SOUTH 43°15'09" WEST, 80.16 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 46°44'51" EAST, THE CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE SOUTH 46°44'51" EAST, 97.68 FEET; THENCE SOUTH 43°15'09" WEST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 50.32 FEET; THENCE SOUTH 45°57'01" WEST, 50.06 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A TANGENT LENGTH OF 25.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 35.36 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'09" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°15'09" WEST, 755.62 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 475.00 FEET, A TANGENT LENGTH OF 152.35 FEET, A CENTRAL ANGLE OF 35°33'56", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS SOUTH 61°02'07" WEST FOR A DISTANCE OF 290.14 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 294.85 FEET; THENCE SOUTH 03°23'12" EAST, 50.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'03", A TANGENT LENGTH OF 22.82 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 58°02'37" EAST FOR A DISTANCE OF 33.71 FEET WITH A RADIAL LINE IN OF SOUTH 10°26'08" EAST AND A RADIAL LINE OUT OF NORTH 74°20'55" EAST FOR AN ARC LENGTH OF 36.99 FEET; THENCE SOUTH 15°39'05" EAST, 381.67 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 96.21 FEET, A CENTRAL ANGLE OF 57°36'03", THE RADIUS OF WHICH BEARS NORTH 74°20'55" EAST, THE CHORD OF WHICH BEARS SOUTH 44°27'07" EAST FOR A DISTANCE OF 168.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.93 FEET; THENCE SOUTH 73°15'08" EAST, 568.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 22.05 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 16°44'52" EAST THE CHORD OF WHICH BEARS SOUTH 78°50'59" EAST FOR A DISTANCE OF 43.89 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.96 FEET; THENCE SOUTH 84°26'49" EAST, 169.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 05°33'11" WEST, THE CHORD OF WHICH BEARS SOUTH 39°26'49" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 05°33'11" WEST, 401.33 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 19.92 FEET, A CENTRAL ANGLE OF 10°07'01", THE RADIUS OF WHICH BEARS SOUTH 84°26'49" EAST, THE CHORD OF WHICH BEARS SOUTH 00°29'40" WEST FOR A DISTANCE OF 39.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.73 FEET; THENCE SOUTH 04°33'51" EAST, 88.26 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.09 FEET, A CENTRAL ANGLE OF 86°06'43", A TANGENT LENGTH OF 23.44 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 42°17'53" WEST FOR A DISTANCE OF 34.26 FEET WITH A RADIAL LINE IN OF SOUTH 39°14'32" WEST AND A RADIAL LINE OUT OF SOUTH 04°38'45" EAST FOR AN ARC LENGTH OF 37.71 FEET; THENCE SOUTH 07°34'30" EAST, 50.07 FEET; THENCE NORTH 85°26'09" EAST, 527.70 FEET. THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 33.13 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 87°41'39" EAST FOR A DISTANCE OF 65.79 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 65.95 FEET; THENCE SOUTH 80°49'28" EAST, 138.72 FEET; THENCE SOUTH 80°49'28" EAST, 60.86 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 186.01 FEET, A CENTRAL ANGLE OF 79°09'39", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS SOUTH 41°14'38" EAST FOR A DISTANCE OF 286.72 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 310.86 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 01°39'48" EAST, 438.65 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 77.16 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 17°20'12" EAST FOR A DISTANCE OF 148.58 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 150.45 FEET; THENCE SOUTH 33°00'36" EAST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 56°59'24" WEST, THE CHORD OF WHICH BEARS SOUTH 11°59'24" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 56°59'24" WEST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A TANGENT LENGTH OF 178.08 FEET, A CENTRAL ANGLE OF 57°26'24", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS SOUTH 85°42'36" WEST FOR A DISTANCE OF 312.34 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 325.82 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 13.18 FEET, A CENTRAL ANGLE OF 55°35'03", THE RADIUS OF WHICH BEARS NORTH 24°25'48" EAST, THE CHORD OF WHICH BEARS NORTH 37°46'41" WEST FOR A DISTANCE OF 23.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.25 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 117.80 FEET, A CENTRAL ANGLE OF 124°26'58", THE RADIUS OF WHICH BEARS SOUTH 80°00'51" WEST, THE CHORD OF WHICH BEARS NORTH 72°13'38" WEST FOR A DISTANCE OF 109.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 134.70 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B"; THENCE NORTH 44°28'07" WEST, 123.89 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 19.15 FEET, A CENTRAL ANGLE OF 3°25'07", A TANGENT LENGTH OF 1.41 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°58'09" EAST FOR A DISTANCE OF 2.81 FEET WITH A RADIAL LINE IN OF SOUTH 53°14'24" EAST AND A RADIAL LINE OUT OF NORTH 44°49'18" WEST FOR AN ARC LENGTH OF 2.81 FEET; THENCE NORTH 47°59'56" EAST, 13.29 FEET; THENCE , ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.86 FEET, A CENTRAL ANGLE OF 20°12'51", A TANGENT LENGTH OF 9.96 FEET, THE LONG CHORD OF WHICH BEARS NORTH 36°14'52" EAST FOR A DISTANCE OF 19.60 FEET WITH A RADIAL LINE IN OF NORTH 43°38'43" WEST AND A RADIAL LINE OUT OF SOUTH 63°51'34" EAST FOR AN ARC LENGTH OF 19.71 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 92°58'44", A TANGENT LENGTH OF 202.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 77°20'44" EAST FOR A DISTANCE OF 278.50 FEET WITH A RADIAL LINE IN OF SOUTH 33°50'07" EAST AND A RADIAL LINE OUT OF NORTH 59°08'38" EAST FOR AN ARC LENGTH OF 311.58 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 43°17'29", A TANGENT LENGTH OF 77.39 FEET, THE LONG CHORD OF WHICH BEARS NORTH 81°40'34" EAST FOR A DISTANCE OF 143.86 FEET WITH A RADIAL LINE IN OF NORTH 13°19'19" EAST AND A RADIAL LINE OUT OF SOUTH 29°58'10" EAST FOR AN ARC LENGTH OF 147.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 12°22'39", A TANGENT LENGTH OF 45.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°05'57" WEST FOR A DISTANCE OF 89.48 FEET WITH A RADIAL LINE IN OF NORTH 70°42'44" EAST AND A RADIAL LINE OUT OF SOUTH 83°05'23" WEST FOR AN ARC LENGTH OF 89.65 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 415.00 FEET, A TANGENT LENGTH OF 19.02 FEET, A CENTRAL ANGLE OF 5°14'49", THE RADIUS OF WHICH BEARS NORTH 83°05'23" EAST, THE CHORD OF WHICH BEARS NORTH 04°17'13" WEST FOR A DISTANCE OF 37.99 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 38.00 FEET; THENCE NORTH 01°39'48" WEST, 438.67 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 84.96 FEET, A CENTRAL ANGLE OF 79°10'28", A TANGENT LENGTH OF 70.27 FEET, THE LONG CHORD OF WHICH BEARS LEGAL DESCRIPTION CONTINUES ON SHEET 5

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SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

LEGAL DESCRIPTION CONTINUED FROM SHEET 4

NORTH 41°14'58" WEST FOR A DISTANCE OF 108.30 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'16" WEST AND A RADIAL LINE OUT OF NORTH 09°09'48" EAST FOR AN ARC LENGTH OF 117.43 FEET; THENCE NORTH 80°49'26" WEST, 199.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A TANGENT LENGTH OF 16.26 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS NORTH 87°41'39" WEST FOR A DISTANCE OF 32.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.37 FEET; THENCE SOUTH 85°26'09" WEST, 397.75 FEET; THENCE SOUTH 67°41'30" WEST, 52.50 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 43°31'49", A TANGENT LENGTH OF 15.97 FEET, THE LONG CHORD OF WHICH BEARS NORTH 72°47'56" WEST FOR A DISTANCE OF 29.66 FEET WITH A RADIAL LINE IN OF SOUTH 38°57'58" WEST AND A RADIAL LINE OUT OF NORTH 04°33'51" WEST FOR AN ARC LENGTH OF 30.39 FEET; THENCE SCUTH 85°26'09" WEST, 199.46 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.16 FEET, A CENTRAL ANGLE OF 30°49'13", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 70°01'33" WEST FOR A DISTANCE OF 29.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.59 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 207.00 FEET, A TANGENT LENGTH OF 12.40 FEET, A CENTRAL ANGLE OF 06°51'22", THE RADIUS OF WHICH BEARS NORTH 35°23'04" WEST, THE CHORD OF WHICH BEARS SOUTH 58°02'37" WEST FOR A DISTANCE OF 24.76 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.77 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 14.05 FEET, A CENTRAL ANGLE OF 43°44'22", THE RADIUS OF WHICH BEARS SOUTH 28°31'42" EAST, THE CHORD OF WHICH BEARS SOUTH 39°36'07" WEST FOR A DISTANCE OF 26.07 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 26.72 FEET; THENCE NORTH 72°16'04" WEST, 26.66 FEET, THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 62°39'21", A TANGENT LENGTH OF 122.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 75°01'00" WEST FOR A DISTANCE OF 210.05 FEET WITH A RADIAL LINE IN OF NORTH 16°20'40" WEST AND A RADIAL LINE OUT OF SOUTH 46°18'41" WEST FOR AN ARC LENGTH OF 220.90 FEET; THENCE NORTH 62°51'15" WEST, 42.54 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 52°02'26", A TANGENT LENGTH OF 19.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°07'32" EAST FOR A DISTANCE OF 35.10 FEET WITH A RADIAL LINE IN OF NORTH 62°51'15" WEST AND A RADIAL LINE OUT OF NORTH 65°06'19" EAST FOR AN ARC LENGTH OF 36.33 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 202.00 FEET, A TANGENT LENGTH OF 45.52 FEET, A CENTRAL ANGLE OF 25°23'54", THE RADIUS OF WHICH BEARS NORTH 65°06'19" EAST, THE CHORD OF WHICH BEARS NORTH 12°11'44" WEST FOR A DISTANCE OF 88.81 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86°39'32" EAST, 140.56 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 17°37'42", A TANGENT LENGTH OF 9.61 FEET, THE LONG CHORD OF WHICH BEARS NORTH 02°52'25" EAST FOR A DISTANCE OF 19.00 FEET WITH A RADIAL LINE IN OF NORTH 84°03'33" EAST AND A RADIAL LINE OUT OF NORTH 78°18'44" WEST FOR AN ARC LENGTH OF 19.08 FEET; THENCE NORTH 86°39'32" WEST, 145.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 13°56'07", A TANGENT LENGTH OF 3.67 FEET, THE LONG CHORD OF WHICH BEARS NORTH 35°17'10" WEST FOR A DISTANCE OF 7.28 FEET WITH A RADIAL LINE IN OF SOUTH 61°40'53" WEST AND A RADIAL LINE OUT OF NORTH 47°44'47" EAST FOR AN ARC LENGTH OF 7.30 FEET; THENCE NORTH 51°21'25" EAST, 38.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 52°51'38", A TANGENT LENGTH OF 92.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 42°09'39" EAST FOR A DISTANCE OF 166.47 FEET WITH A RADIAL LINE IN OF SOUTH 74°16'10" EAST AND A RADIAL LINE OUT OF NORTH 21°24'33" WEST FOR AN ARC LENGTH OF 172.52 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET, A TANGENT LENGTH OF 94.28 FEET, A CENTRAL ANGLE OF 53°30'36", THE RADIUS OF WHICH BEARS SOUTH 21°24'33" EAST, THE CHORD OF WHICH BEARS SOUTH 84°39'14" EAST FOR A DISTANCE OF 168.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 174.64 FEET; THENCE NORTH 85°26'09" EAST, 67.25 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 7°56'14", A TANGENT LENGTH OF 24.28 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°35'03" EAST FOR A DISTANCE OF 48.45 FEET WITH A RADIAL LINE IN OF NORTH 87°36'56" EAST AND A RADIAL LINE OUT OF NORTH 84°26'49" WEST FOR AN ARC LENGTH OF 48.49 FEET; THENCE NORTH 05°33'11" EAST, 301.33 FEET; NORTH 84°26'49" WEST, 69.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET, A TANGENT LENGTH OF 34.30 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 05°33'11" EAST, THE CHORD OF WHICH BEARS NORTH 78°50'59" WEST FOR A DISTANCE OF 68.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 68.39 FEET; THENCE NORTH 73°15'08" WEST, 451.87 FEET; THENCE SOUTH 40°18'38" WEST, 28.31 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 66°16'25", A TANGENT LENGTH OF 22.85 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°03'17" WEST FOR A DISTANCE OF 38.26 FEET WITH A RADIAL LINE IN OF SOUTH 83°04'55" WEST AND A RADIAL LINE OUT OF NORTH 16°48'31" EAST FOR AN ARC LENGTH OF 40.48 FEET; THENCE NORTH 73°09'58" WEST, 82.05 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 49°29'04", A TANGENT LENGTH OF 140.56 FEET, THE LONG CHORD OF WHICH BEARS NORTH 46°52'45" WEST FOR A DISTANCE OF 255.31 FEET WITH A RADIAL LINE IN OF NORTH 18°22'43" EAST AND A RADIAL LINE OUT OF SOUTH 67°51'46" WEST FOR AN ARC LENGTH OF 263.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°43'31", A TANGENT LENGTH OF 10.54 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°03'07" WEST FOR A DISTANCE OF 19.43 FEET WITH A RADIAL LINE IN OF SOUTH 67°48'38" WEST AND A RADIAL LINE OUT OF NORTH 22°05'07" EAST FOR AN ARC LENGTH OF 19.95 FEET; THENCE NORTH 09°41'16" EAST, 29.40 FEET; THENCE NORTH 15°39'05" WEST, 287.50 FEET; THENCE SOUTH 85°44'23" WEST, 351.00 FEET; THENCE SOUTH 85°44'23" WEST, 5.59 FEET; THENCE SOUTH 51°21'49" WEST, 14.94 FEET; THENCE SOUTH 04°15'37" EAST, 1.71 FEET; THENCE SOUTH 27°09'21" WEST, 45.43 FEET; THENCE NORTH 64°19'35" WEST, 17.83 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 42°38'23", A TANGENT LENGTH OF 9.76 FEET, THE LONG CHORD OF WHICH BEARS NORTH 85°38'52" WEST FOR A DISTANCE OF 18.18 FEET WITH A RADIAL LINE IN OF SOUTH 25°40'19" WEST AND A RADIAL LINE OUT OF NORTH 16°58'04" WEST FOR AN ARC LENGTH OF 18.61 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 39.01 FEET, A CENTRAL ANGLE OF 22°58'20", THE RADIUS OF WHICH BEARS NORTH 16°58'04" WEST, THE CHORD OF WHICH BEARS SOUTH 84°31'07" WEST FOR A DISTANCE OF 76.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 76.98 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 16.54 FEET, A CENTRAL ANGLE OF 66°59'12", THE RADIUS OF WHICH BEARS SOUTH 06°00'17" WEST, THE CHORD OF WHICH BEARS SOUTH 62°30'41" WEST FOR A DISTANCE OF 27.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.23 FEET; THENCE NORTH 36°10'52" WEST, 35.30 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 112°42'56", A TANGENT LENGTH OF 281.01 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°10'16" WEST FOR A DISTANCE OF 311.36 FEET WITH A RADIAL LINE IN OF NORTH 20°28'15" EAST AND A RADIAL LINE OUT OF NORTH 46°48'48" WEST FOR AN ARC LENGTH OF 367.88 FEET; THENCE SOUTH 46°48'48" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 15°35'00", A TANGENT LENGTH OF 8.48 FEET, THE LONG CHORD OF WHICH BEARS NORTH 50°58'42" EAST FOR A DISTANCE OF 16.81 FEET WITH A RADIAL LINE IN OF SOUTH 46°48'48" EAST AND A RADIAL LINE OUT OF NORTH 31°13'48" WEST FOR AN ARC LENGTH OF 16.86 FEET; THENCE NORTH 31°13'48" WEST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 24°15'25", A TANGENT LENGTH OF 40.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 70°53'54" EAST FOR A DISTANCE OF 78.58 FEET WITH A RADIAL LINE IN OF SOUTH 31°13'48" EAST AND A RADIAL LINE OUT OF NORTH 06°58'23" WEST FOR AN ARC LENGTH OF 79.17 FEET; THENCE NORTH 60°57'02" EAST, 41.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 49°45'51", A TANGENT LENGTH OF 16.23 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 53°55'54" EAST FOR A DISTANCE OF 29.45 FEET WITH A RADIAL LINE IN OF NORTH 60°57'02" EAST AND A RADIAL LINE OUT OF SOUTH 11°11'11" WEST FOR AN ARC LENGTH OF 30.40 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 27.53 FEET, A CENTRAL ANGLE OF 16°19'11", THE RADIUS OF WHICH BEARS SOUTH 11°11'11" WEST, THE CHORD OF WHICH BEARS SOUTH 70°39'14" EAST FOR A DISTANCE OF 54.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.69 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.65 FEET, A CENTRAL ANGLE OF 31°45'59", THE RADIUS OF WHICH BEARS NORTH 27°30'22" EAST, THE CHORD OF WHICH BEARS SOUTH 78°22'38" EAST FOR A DISTANCE OF 30.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 30.49 FEET; THENCE NORTH 85°44'23" EAST, 75.29 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 10.59 FEET, A CENTRAL ANGLE OF 33°39'54", THE RADIUS OF WHICH BEARS NORTH 04°15'37" WEST,

LEGAL DESCRIPTION CONTINUES ON SHEET 6

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SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

LEGAL DESCRIPTION CONTINUED FROM SHEET 5

THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SCUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION CONTINUES ON SHEET 7

DALE STOCKSTILL & ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYORS
801 INTERNATIONAL PARKWAY, SUITE 500
LAKE MARY, FL 32746
407-926-0333

SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

LEGAL DESCRIPTION CONTINUED FROM SHEET 6

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT "A" ON THE WEST RIGHT OF WAY OF TEQUESTA COURT; THENCE NORTH 88°20'12" EAST, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING OF TRACT 2; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 70°51'33", A TANGENT LENGTH OF 195.65 FEET, THE LONG CHORD OF WHICH BEARS NORTH 37°05'35" WEST FOR A DISTANCE OF 318.84 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'12" WEST AND A RADIAL LINE OUT OF NORTH 17°28'39" EAST FOR AN ARC LENGTH OF 340.10 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 19.31 FEET, A CENTRAL ANGLE OF 75°21'10", THE RADIUS OF WHICH BEARS NORTH 17°28'39" EAST, THE CHORD OF WHICH BEARS NORTH 34°50'46" WEST FOR A DISTANCE OF 30.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.88 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A TANGENT LENGTH OF 26.48 FEET, A CENTRAL ANGLE OF 23°55'30", THE RADIUS OF WHICH BEARS NORTH 87°10'11" WEST, THE CHORD OF WHICH BEARS NORTH 09°07'56" WEST FOR A DISTANCE OF 51.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 52.20 FEET; THENCE NORTH 68°54'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 6°37'38", A TANGENT LENGTH OF 14.47 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 17°46'52" EAST FOR A DISTANCE OF 28.90 FEET WITH A RADIAL LINE IN OF SOUTH 68°54'19" WEST AND A RADIAL LINE OUT OF NORTH 75°31'57" EAST FOR AN ARC LENGTH OF 28.92 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 14°36'10", A TANGENT LENGTH OF 51.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 55°34'36" EAST FOR A DISTANCE OF 101.67 FEET WITH A RADIAL LINE IN OF SOUTH 27°07'19" WEST AND A RADIAL LINE OUT OF NORTH 41°43'29" EAST FOR AN ARC LENGTH OF 101.95 FEET; THENCE SOUTH 49°38'59" EAST, 62.51 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 16°33'17", A TANGENT LENGTH OF 4.36 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 29°56'45" EAST FOR A DISTANCE OF 8.64 FEET WITH A RADIAL LINE IN OF NORTH 68°19'53" EAST AND A RADIAL LINE OUT OF SOUTH 51°46'37" WEST FOR AN ARC LENGTH OF 8.67 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 405.00 FEET, A TANGENT LENGTH OF 133.78 FEET, A CENTRAL ANGLE OF 36°33'35", THE RADIUS OF WHICH BEARS SOUTH 51°46'37" WEST, THE CHORD OF WHICH BEARS SOUTH 19°56'36" EAST FOR A DISTANCE OF 254.06 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 258.43 FEET; THENCE SOUTH 01°39'48" EAST, 325.12 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 62.30 FEET, A CENTRAL ANGLE OF 121°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 62°20'12" EAST FOR A DISTANCE OF 61.03 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 74.13 FEET; THENCE NORTH 56°59'24" EAST, 112.27 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 56°59'24" WEST, 320.09 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "C"; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS NORTH 78°00'36" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 33°00'36" WEST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 63.13 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 17°20'12" WEST FOR A DISTANCE OF 121.57 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 123.10 FEET; THENCE NORTH 01°39'48" WEST, 438.65 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT "B" ON THE RIGHT OF WAY OF REGAL DRIVE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 18°09'10", A TANGENT LENGTH OF 9.90 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 36°27'18" WEST FOR A DISTANCE OF 19.56 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF NORTH 44°28'07" WEST FOR AN ARC LENGTH OF 19.64 FEET TO A POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 147°12'05", A TANGENT LENGTH OF 210.67 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 46°13'19" EAST FOR A DISTANCE OF 118.96 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF SOUTH 29°49'22" EAST FOR AN ARC LENGTH OF 159.29 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 12.85 FEET, A CENTRAL ANGLE OF 54°25'09", THE RADIUS OF WHICH BEARS SOUTH 29°49'22" EAST, THE CHORD OF WHICH BEARS NORTH 87°23'12" EAST FOR A DISTANCE OF 22.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 23.74 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 206.18 FEET, A CENTRAL ANGLE OF 57°36'23", THE RADIUS OF WHICH BEARS NORTH 24°35'47" EAST, THE CHORD OF WHICH BEARS NORTH 85°47'35" EAST FOR A DISTANCE OF 361.35 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.03 FEET; THENCE NORTH 56°59'24" EAST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 78°00'36" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 33°00'36" EAST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 95.75 FEET, A CENTRAL ANGLE OF 57°22'09", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS SOUTH 61°41'40" EAST FOR A DISTANCE OF 168.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.22 FEET; THENCE NORTH 89°37'15" EAST, 209.73 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 65°48'19", A TANGENT LENGTH OF 39.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 57°05'51" EAST FOR A DISTANCE OF 67.36 FEET WITH A RADIAL LINE IN OF NORTH 00°45'30" WEST AND A RADIAL LINE OUT OF SOUTH 65°48'19" EAST FOR AN ARC LENGTH OF 71.21 FEET; THENCE SOUTH 65°48'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 65°48'19", A TANGENT LENGTH OF 120.62 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 57°05'51" WEST FOR A DISTANCE OF 203.16 FEET WITH A RADIAL LINE IN OF NORTH 65°48'19" WEST AND A RADIAL LINE OUT OF SOUTH 00°09'39" EAST FOR AN ARC LENGTH OF 214.77 FEET; THENCE SOUTH 89°37'15" WEST, 209.73 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A TANGENT LENGTH OF 110.86 FEET, A CENTRAL ANGLE OF 40°33'22", THE RADIUS OF WHICH BEARS NORTH 00°22'45" WEST, THE CHORD OF WHICH BEARS NORTH 70°06'04" WEST FOR A DISTANCE OF 207.95 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 212.35 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 53°12'23", A TANGENT LENGTH OF 252.92 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 82°57'17" WEST FOR A DISTANCE OF 452.29 FEET WITH A RADIAL LINE IN OF NORTH 33°38'54" WEST AND A RADIAL LINE OUT OF SOUTH 19°33'29" WEST FOR AN ARC LENGTH OF 468.96 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 85°02'41", A TANGENT LENGTH OF 176.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 59°43'13" WEST FOR A DISTANCE OF 259.54 FEET WITH A RADIAL LINE IN OF NORTH 12°14'20" WEST AND A RADIAL LINE OUT OF SOUTH 72°48'08" WEST FOR AN ARC LENGTH OF 284.99 FEET; THENCE NORTH 45°59'18" WEST, 32.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 51°15'44", A TANGENT LENGTH OF 19.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 24°42'36" EAST FOR A DISTANCE OF 34.61 FEET WITH A RADIAL LINE IN OF NORTH 39°39'32" WEST AND A RADIAL LINE OUT OF NORTH 89°04'43" EAST FOR AN ARC LENGTH OF 35.79 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 48.41 FEET, A CENTRAL ANGLE OF 28°18'00", THE RADIUS OF WHICH BEARS NORTH 89°04'43" EAST, THE CHORD OF WHICH BEARS NORTH 13°13'43" EAST FOR A DISTANCE OF 93.87 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.83 FEET; THENCE SOUTH 62°37'17" EAST, 130.00 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT "C" ON THE NORTH RIGHT OF WAY OF REGAL DRIVE; THENCE SOUTH 33°00'36" EAST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING; THENCE NORTH 56°59'24" EAST, 331.64 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 18°07'27" WEST, 54.81 FEET; THENCE NORTH 71°52'33" WEST, 11.44 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 26.31 FEET, A CENTRAL ANGLE OF 51°08'03", THE RADIUS OF WHICH BEARS SOUTH 18°07'27" WEST, THE CHORD OF WHICH BEARS SOUTH 82°33'26" WEST FOR A DISTANCE OF 47.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 49.09 FEET; THENCE SOUTH 56°59'24" WEST, 140.58 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 20.64 FEET, A CENTRAL ANGLE OF 79°05'16", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 17°26'46" WEST FOR A DISTANCE OF 31.83 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 34.51 FEET; THENCE SOUTH 56°59'24" WEST, 38.40 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°54'28", A TANGENT LENGTH OF 70.59 FEET, THE LONG CHORD OF WHICH BEARS NORTH 62°27'50" WEST FOR A DISTANCE OF 122.93 FEET WITH A RADIAL LINE IN OF NORTH 01°55'04" WEST AND A RADIAL LINE OUT OF SOUTH 56°59'24" WEST FOR AN ARC LENGTH OF 128.52 FEET; THENCE NORTH 33°00'36" WEST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 11°59'24" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.40 ACRES +/-

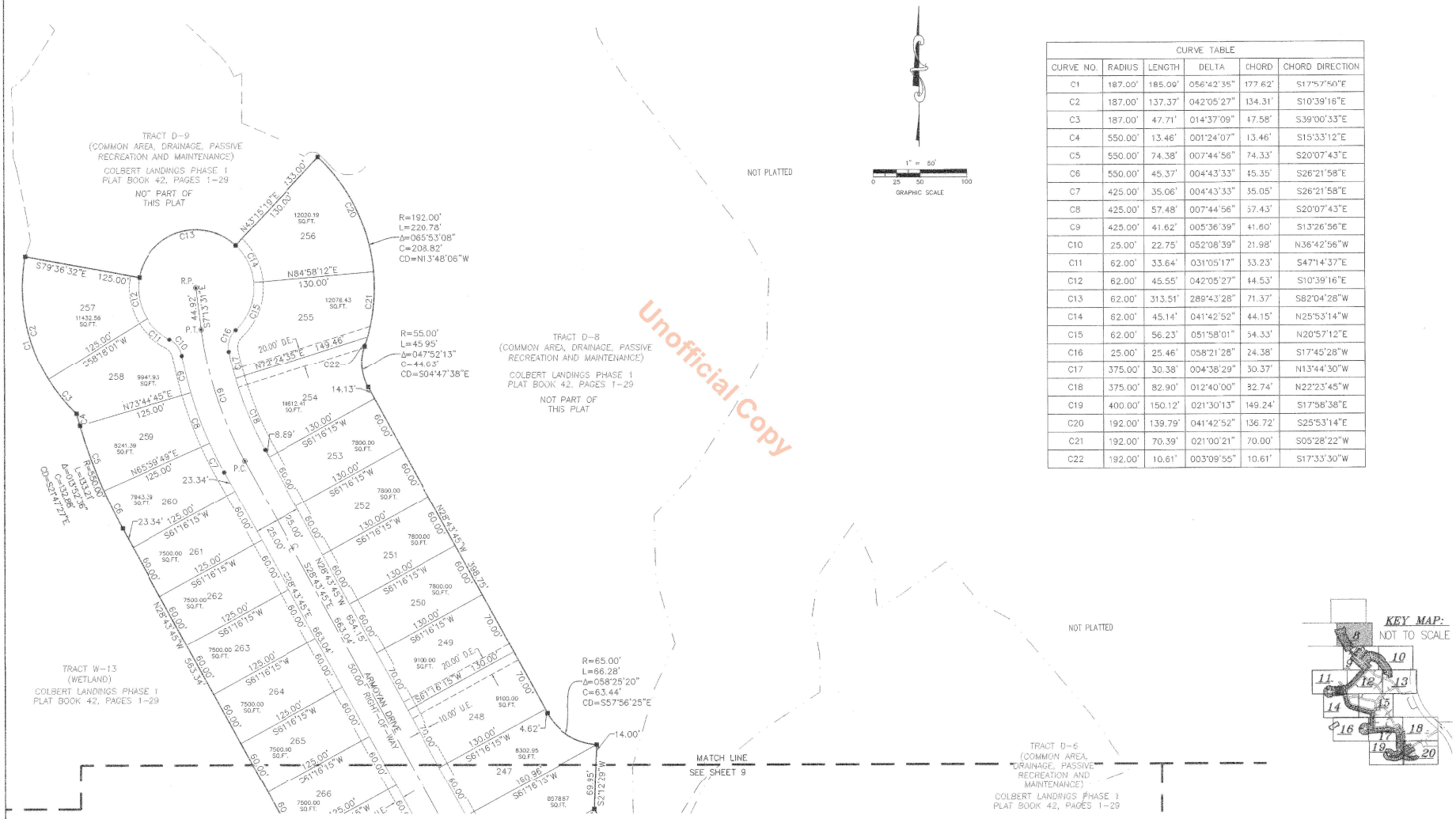
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SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

SHEET 8 OF 20 | MAP BOOK 44 PAGE 8

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA



CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C1	187.00'	185.09'	056°42'35"	177.62'	S17°57'50"E
C2	187.00'	137.37'	042°05'27"	134.31'	S10°39'16"E
C3	187.00'	47.71'	014°37'09"	47.58'	S39°00'33"E
C4	550.00'	13.46'	001°24'07"	13.46'	S15°33'12"E
C5	550.00'	74.38'	007°44'56"	74.33'	S20°07'43"E
C6	550.00'	45.37'	004°43'33"	45.35'	S26°21'58"E
C7	425.00'	35.06'	004°43'33"	35.05'	S26°21'58"E
C8	425.00'	57.48'	007°44'56"	57.43'	S20°07'43"E
C9	425.00'	41.62'	005°36'39"	41.60'	S13°26'56"E
C10	25.00'	22.75'	052°08'39"	21.98'	N36°42'56"W
C11	62.00'	33.64'	031°05'17"	33.23'	S47°14'37"E
C12	62.00'	45.55'	042°05'27"	44.53'	S10°39'16"E
C13	62.00'	313.51'	289°43'28"	71.37'	S82°04'28"W
C14	62.00'	45.14'	041°42'52"	44.15'	N25°53'14"W
C15	62.00'	56.23'	051°58'01"	54.33'	N20°57'12"E
C16	25.00'	25.46'	058°21'28"	24.38'	S17°45'28"W
C17	375.00'	30.38'	004°38'29"	30.37'	N13°44'30"W
C18	375.00'	82.90'	012°40'00"	82.74'	N22°23'45"W
C19	400.00'	150.12'	021°30'13"	149.24'	S17°58'38"E
C20	192.00'	139.79'	041°42'52"	136.72'	S25°53'14"E
C21	192.00'	70.39'	021°00'21"	70.00'	S05°28'22"W
C22	192.00'	10.61'	003°09'55"	10.61'	S17°33'30"W

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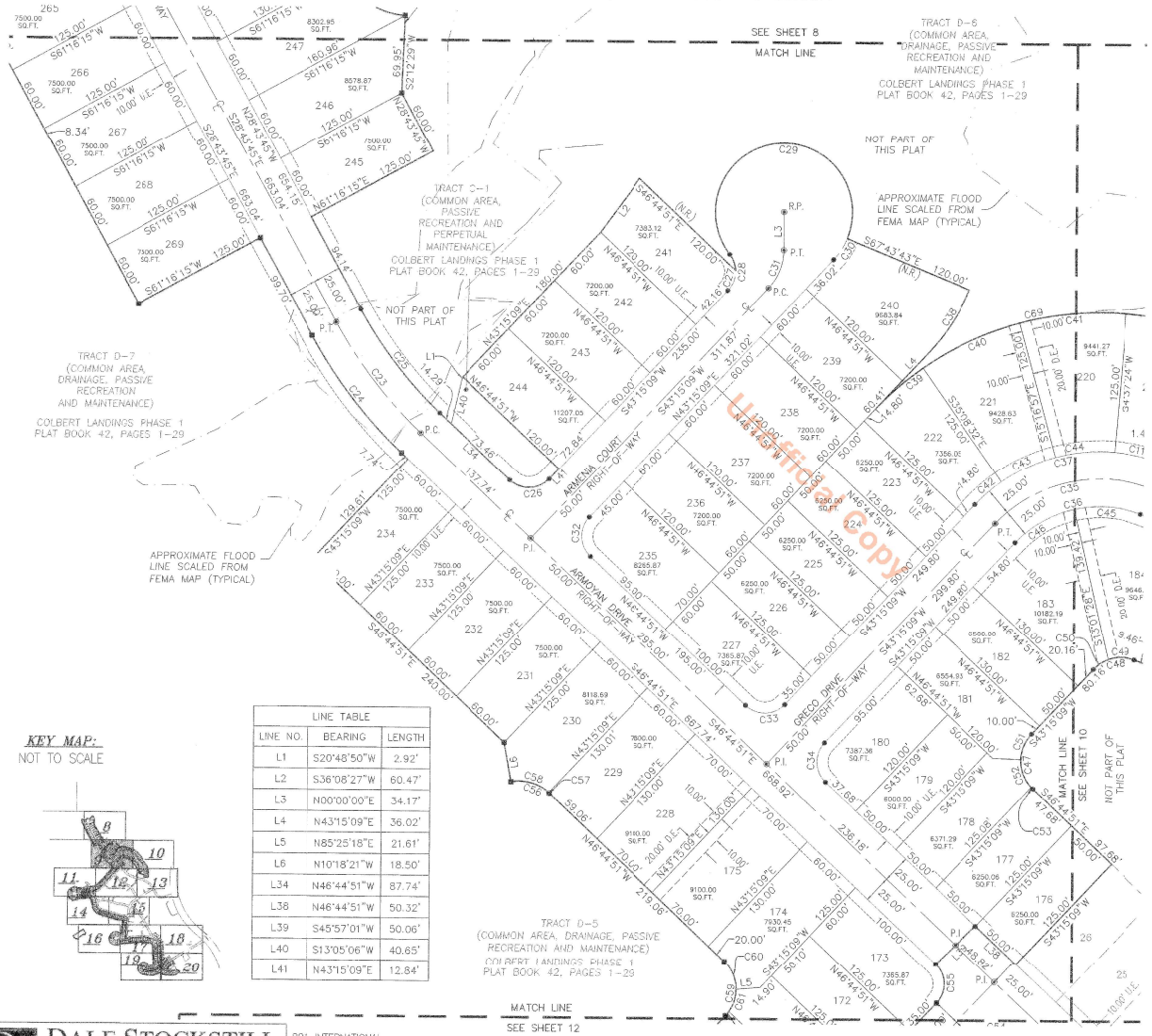
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SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

SHEET 9 OF 20 | MAP BOOK 44 PAGE 9

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA



KEY MAP:
NOT TO SCALE

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S20°48'50"W	2.92'
L2	S36°08'27"W	60.47'
L3	N00°00'00"E	34.17'
L4	N43°15'09"E	36.02'
L5	N85°25'18"E	21.61'
L6	N10°18'21"W	18.50'
L34	N46°44'51"W	87.74'
L38	N46°44'51"W	50.32'
L39	S45°57'01"W	50.06'
L40	S13°05'06"W	40.65'
L41	N43°15'09"E	12.84'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C23	400.00'	125.79'	018°01'06"	125.27'	S37°44'18"E
C24	425.00'	133.65'	018°01'06"	133.10'	S37°44'18"E
C25	375.00'	117.93'	018°01'06"	117.44'	S37°44'18"E
C26	25.00'	39.27'	090°00'00"	35.36'	N88°15'09"E
C27	25.00'	19.87'	045°31'38"	19.35'	S20°29'20"W
C28	25.00'	35.52'	081°24'23"	32.61'	N02°32'58"E
C29	62.00'	282.87'	261°24'23"	94.00'	N87°27'02"W
C30	62.00'	22.70'	020°58'53"	22.58'	N32°45'43"E
C31	50.00'	37.74'	043°15'09"	36.86'	N21°37'35"E
C32	25.00'	39.27'	090°00'00"	35.36'	S01°44'51"E
C33	25.00'	39.27'	090°00'00"	35.36'	N88°15'09"E
C34	25.00'	39.27'	090°00'00"	35.36'	S01°44'51"E
C35	130.00'	153.33'	067°26'46"	144.35'	S76°58'32"W
C36	105.00'	123.60'	067°26'46"	116.59'	S76°58'32"W
C37	155.00'	182.46'	067°26'46"	172.11'	S76°58'32"W
C38	182.00'	66.65'	020°58'52"	66.28'	N32°45'43"E
C39	280.97'	56.71'	011°33'54"	56.62'	S49°03'18"W
C40	280.41'	97.10'	019°50'22"	96.61'	S64°47'36"W
C41	279.41'	97.24'	019°56'21"	96.75'	S84°40'26"W
C42	155.00'	31.40'	011°36'19"	31.34'	N49°03'18"E
C43	155.00'	53.77'	019°52'34"	53.50'	N64°47'45"E
C44	155.00'	53.81'	019°53'22"	53.54'	N84°40'43"E
C45	105.00'	61.80'	033°43'23"	60.91'	S86°09'46"E
C46	105.00'	61.80'	033°43'23"	60.91'	N60°06'51"E
C47	35.00'	54.98'	090°00'00"	49.50'	SC1°44'51"E
C48	35.00'	41.20'	067°26'46"	38.86'	S75°58'32"W
C49	35.00'	25.12'	041°06'55"	24.58'	S89°51'32"E
C50	35.00'	16.08'	026°19'52"	15.94'	N56°25'05"E
C51	35.00'	25.43'	041°38'01"	24.88'	N22°26'09"E
C52	35.00'	27.22'	044°33'51"	26.54'	N20°39'47"W
C53	35.00'	2.32'	003°48'08"	2.32'	N44°50'47"W
C54	25.00'	39.27'	090°00'00"	35.36'	S88°15'09"W
C55	25.00'	39.27'	090°00'00"	35.36'	S01°44'51"E
C56	40.00'	37.39'	053°33'30"	36.04'	N73°31'36"W
C57	40.00'	0.94'	001°21'06"	0.94'	S47°25'24"E
C58	40.00'	36.45'	052°12'24"	35.20'	N74°12'09"W
C59	35.00'	54.98'	090°00'00"	49.50'	N01°44'51"W
C60	35.00'	28.55'	046°44'51"	27.77'	S23°22'25"E
C61	35.00'	20.79'	034°02'22"	20.49'	S17°01'11"W
C62	35.00'	5.62'	009°12'47"	5.62'	S38°38'46"W
C69	280.17'	335.27'	068°35'05"	315.70'	S77°33'19"W

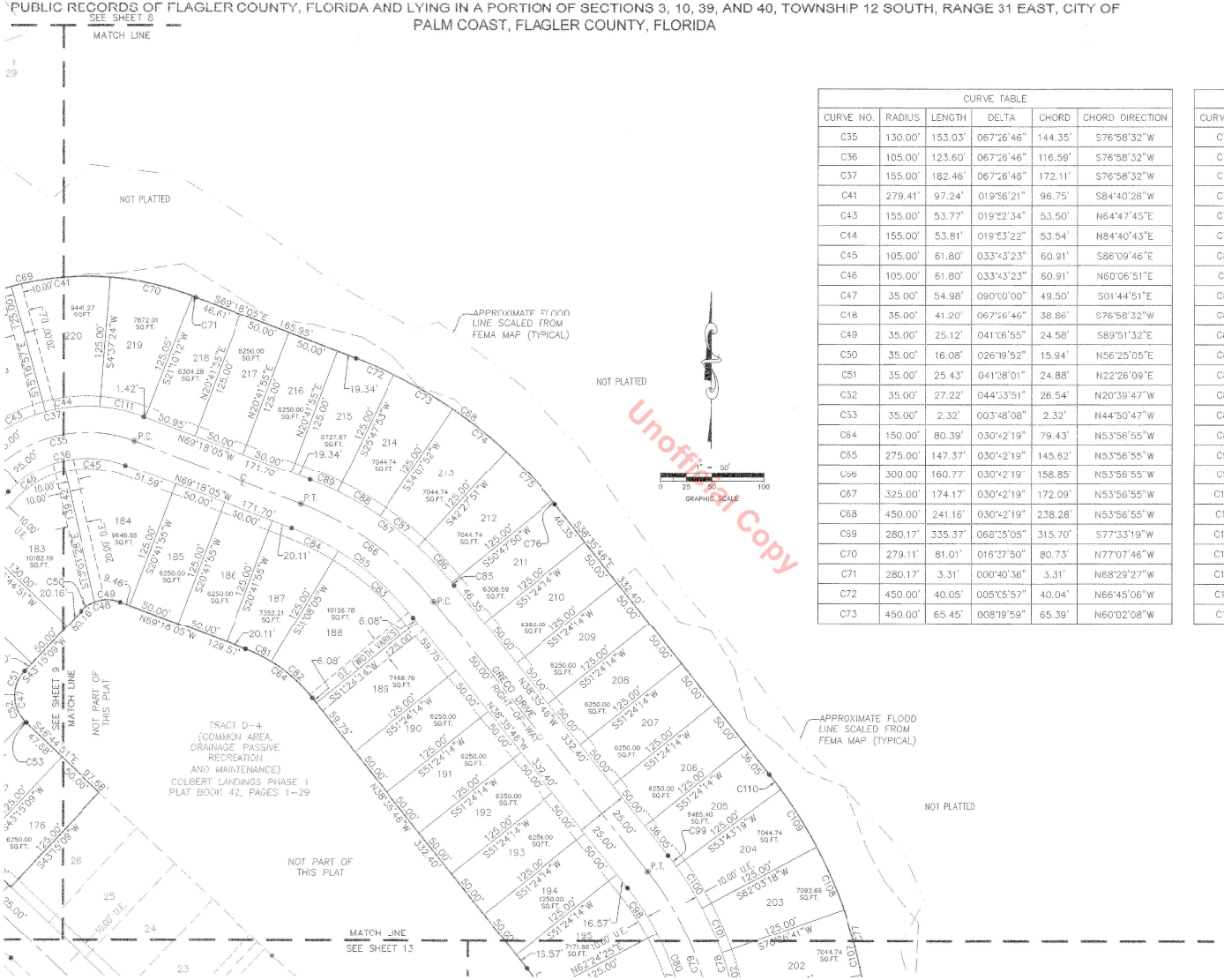
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SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

SHEET 10 OF 20 | MAP BOOK 44 PAGE 10

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

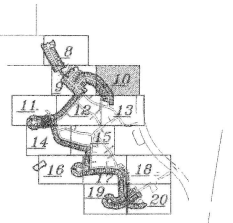


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CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C35	130.00'	153.03'	067°26'46"	144.35'	S76°58'32"W
C36	105.00'	123.60'	067°26'46"	116.59'	S76°58'32"W
C37	155.00'	182.46'	067°26'46"	172.11'	S76°58'32"W
C41	279.41'	97.24'	019°56'21"	96.75'	S84°40'26"W
C43	155.00'	53.77'	019°52'34"	53.50'	N64°47'45"E
C44	155.00'	53.81'	019°53'22"	53.54'	N84°40'43"E
C45	105.00'	61.80'	033°43'23"	60.91'	S86°09'46"E
C46	105.00'	61.80'	033°43'23"	60.91'	N60°06'51"E
C47	35.00'	54.98'	090°00'00"	49.50'	S01°44'51"E
C48	35.00'	41.20'	067°26'46"	38.86'	S76°58'32"W
C49	35.00'	25.12'	041°06'55"	24.58'	S89°51'32"E
C50	35.00'	16.08'	026°19'52"	15.94'	N56°25'05"E
C51	35.00'	25.43'	041°38'01"	24.88'	N22°26'09"E
C52	35.00'	27.22'	044°33'51"	26.54'	N20°39'47"W
C53	35.00'	2.32'	003°48'08"	2.32'	N44°50'47"W
C64	150.00'	80.39'	030°42'19"	79.43'	N53°56'55"W
C65	275.00'	147.37'	030°42'19"	145.62'	N53°56'55"W
C66	300.00'	160.77'	030°42'19"	158.85'	N53°56'55"W
C67	325.00'	174.17'	030°42'19"	172.09'	N53°56'55"W
C68	450.00'	241.16'	030°42'19"	238.28'	N53°56'55"W
C69	280.17'	335.37'	068°35'05"	315.70'	S77°33'19"W
C70	279.11'	81.01'	016°37'50"	80.73'	N77°07'46"W
C71	280.17'	3.31'	000°40'36"	3.31'	N68°29'27"W
C72	450.00'	40.05'	005°05'57"	40.04'	N66°45'06"W
C73	450.00'	65.45'	008°19'59"	65.39'	N60°02'08"W

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C74	450.00'	65.45'	008°19'59"	65.39'	N51°42'09"W
C75	450.00'	65.45'	008°19'59"	65.39'	S43°22'10"E
C76	450.00'	4.76'	000°36'24"	4.76'	S38°53'58"E
C77	450.00'	299.09'	038°04'54"	293.62'	N19°33'19"W
C78	325.00'	216.01'	038°04'54"	212.06'	N19°33'19"W
C79	300.00'	199.40'	038°04'54"	195.75'	N19°33'19"W
C80	275.00'	182.78'	038°04'54"	179.43'	N19°33'19"W
C81	150.00'	27.32'	010°26'10"	27.28'	N64°05'00"W
C82	150.00'	53.06'	020°16'09"	52.79'	N48°43'51"W
C83	275.00'	97.29'	020°16'09"	96.78'	S48°43'51"E
C84	275.00'	50.09'	010°26'10"	50.02'	S64°05'00"E
C85	325.00'	3.44'	000°36'24"	3.44'	N38°53'58"W
C86	325.00'	47.27'	008°19'59"	47.23'	N43°22'10"W
C87	325.00'	47.27'	008°19'59"	47.23'	N51°42'09"W
C88	325.00'	47.27'	008°19'59"	47.23'	N60°02'08"W
C89	325.00'	28.92'	005°05'57"	28.91'	N66°45'06"W
C98	275.00'	52.81'	011°00'11"	52.73'	S33°05'40"E
C99	325.00'	13.15'	002°19'05"	13.15'	N37°26'14"W
C100	325.00'	47.27'	008°19'59"	47.23'	N32°06'42"W
C101	325.00'	47.59'	008°23'23"	47.55'	N23°45'00"W
C107	450.00'	65.45'	008°19'59"	65.39'	N15°23'19"W
C108	450.00'	65.89'	008°23'23"	65.83'	S23°45'00"E
C109	450.00'	65.45'	008°19'59"	65.39'	S32°06'42"E
C110	450.00'	18.21'	002°19'05"	18.20'	S37°26'14"E
C111	155.00'	43.49'	016°04'32"	43.35'	S77°20'20"E

KEY MAP:
NOT TO SCALE



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SHEET 2 OF 20: NOTES
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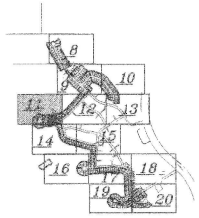
COLBERT LANDINGS PHASE 2

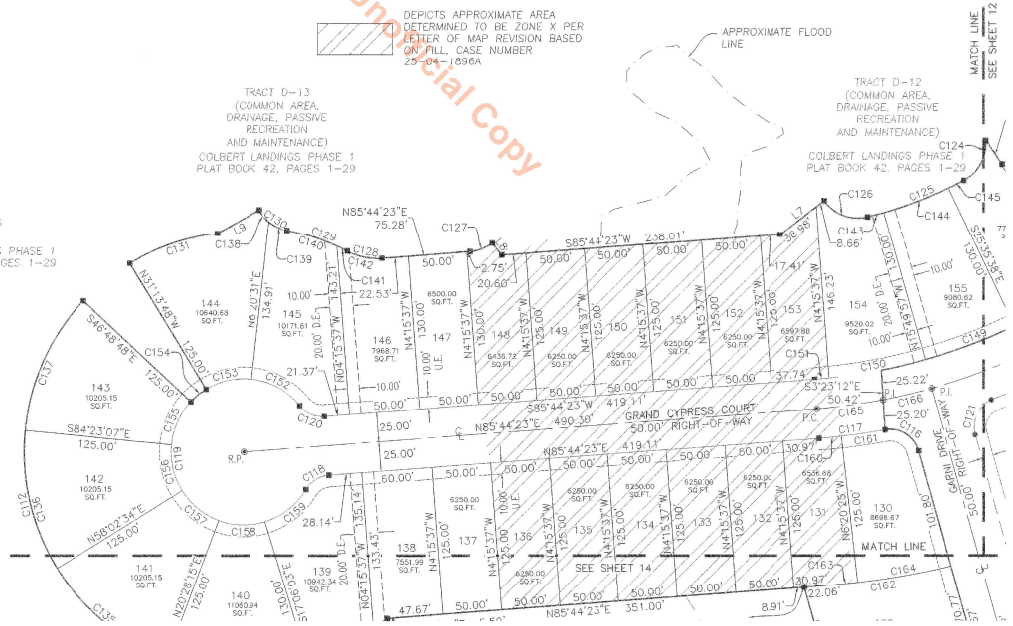
MAP BOOK 44 PAGE 11

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

LINE TABLE		
LINE NO.	BEARING	LENGTH
L7	N52°27'59"E	47.64'
L8	S37°55'31"E	13.06'
L9	N60°57'02"E	41.34'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C112	187.00'	367.88'	112°42'56"	311.36'	S13°10'16"E
C116	25.00'	38.99'	084°47'03"	33.71'	N58°02'37"W
C117	525.00'	56.58'	006°10'31"	56.56'	N82°39'07"E
C118	25.00'	23.96'	054°55'14"	23.06'	S58°16'46"W
C119	62.00'	313.64'	289°50'28"	71.26'	S04°15'37"E
C120	25.00'	23.96'	054°55'14"	23.06'	S66°48'00"E
C121	25.00'	36.73'	084°10'36"	33.51'	S26°26'13"W
C123	475.00'	294.85'	035°33'56"	290.14'	N61°02'07"E
C124	35.00'	40.76'	066°43'38"	38.50'	N28°34'43"E
C125	345.00'	87.85'	014°35'21"	87.61'	N69°14'13"E
C126	35.00'	41.86'	068°31'58"	39.41'	S69°12'07"E
C127	35.00'	20.56'	033°39'54"	20.27'	N68°54'26"E
C128	55.00'	30.49'	031°45'59"	30.10'	S78°22'38"E
C129	192.00'	54.69'	016°19'11"	54.50'	S70°39'14"E
C130	35.00'	30.40'	049°45'51"	29.45'	S53°55'54"E
C131	187.00'	79.17'	024°15'25"	78.58'	S70°53'54"W
C135	187.00'	122.63'	037°34'19"	120.44'	S50°44'35"E
C136	187.00'	122.63'	037°34'19"	120.44'	S13°10'16"E
C137	187.00'	122.63'	037°34'19"	120.44'	S24°24'02"W
C138	35.00'	13.07'	021°23'50"	13.00'	S39°44'53"E
C139	35.00'	17.33'	028°22'01"	17.15'	S64°37'49"E
C140	192.00'	44.85'	013°22'37"	44.75'	S72°07'31"E
C141	192.00'	9.86'	002°56'34"	9.86'	N63°57'55"W
C142	55.00'	30.49'	031°45'59"	30.10'	S78°22'38"E
C143	345.00'	14.24'	002°21'51"	14.23'	N75°20'58"E
C144	345.00'	58.78'	009°45'41"	58.71'	N69°17'12"E
C145	345.00'	14.84'	002°27'50"	14.83'	N63°10'27"E
C149	475.00'	80.92'	009°45'41"	80.83'	N69°17'12"E
C150	475.00'	83.67'	010°05'34"	83.57'	N79°12'50"E
C151	475.00'	12.26'	001°28'46"	12.26'	N85°00'00"E
C152	62.00'	47.96'	044°19'06"	46.77'	N61°29'56"W
C153	62.00'	40.66'	037°34'19"	39.93'	S77°33'21"W
C154	62.00'	16.86'	015°35'00"	16.81'	S50°58'42"W
C155	62.00'	40.66'	037°34'19"	39.93'	S24°24'02"W
C156	62.00'	40.66'	037°34'19"	39.93'	S13°10'16"E
C157	62.00'	40.66'	037°34'19"	39.93'	S50°44'35"E
C158	62.00'	40.66'	037°34'19"	39.93'	S88°18'54"E
C159	63.54'	48.68'	043°37'27"	47.51'	N50°43'38"E
C160	525.00'	19.06'	002°04'48"	19.06'	N84°41'59"E
C161	525.00'	37.53'	004°05'43"	37.52'	N81°36'44"E
C162	650.00'	104.22'	009°11'13"	104.11'	N81°08'46"E
C163	650.00'	23.60'	002°04'48"	23.60'	N84°41'59"E
C164	650.00'	80.63'	007°06'25"	80.58'	N80°06'23"E
C165	502.73'	56.98'	006°29'39"	56.95'	N82°29'01"E
C166	500.00'	313.79'	035°57'27"	308.66'	N61°13'53"E





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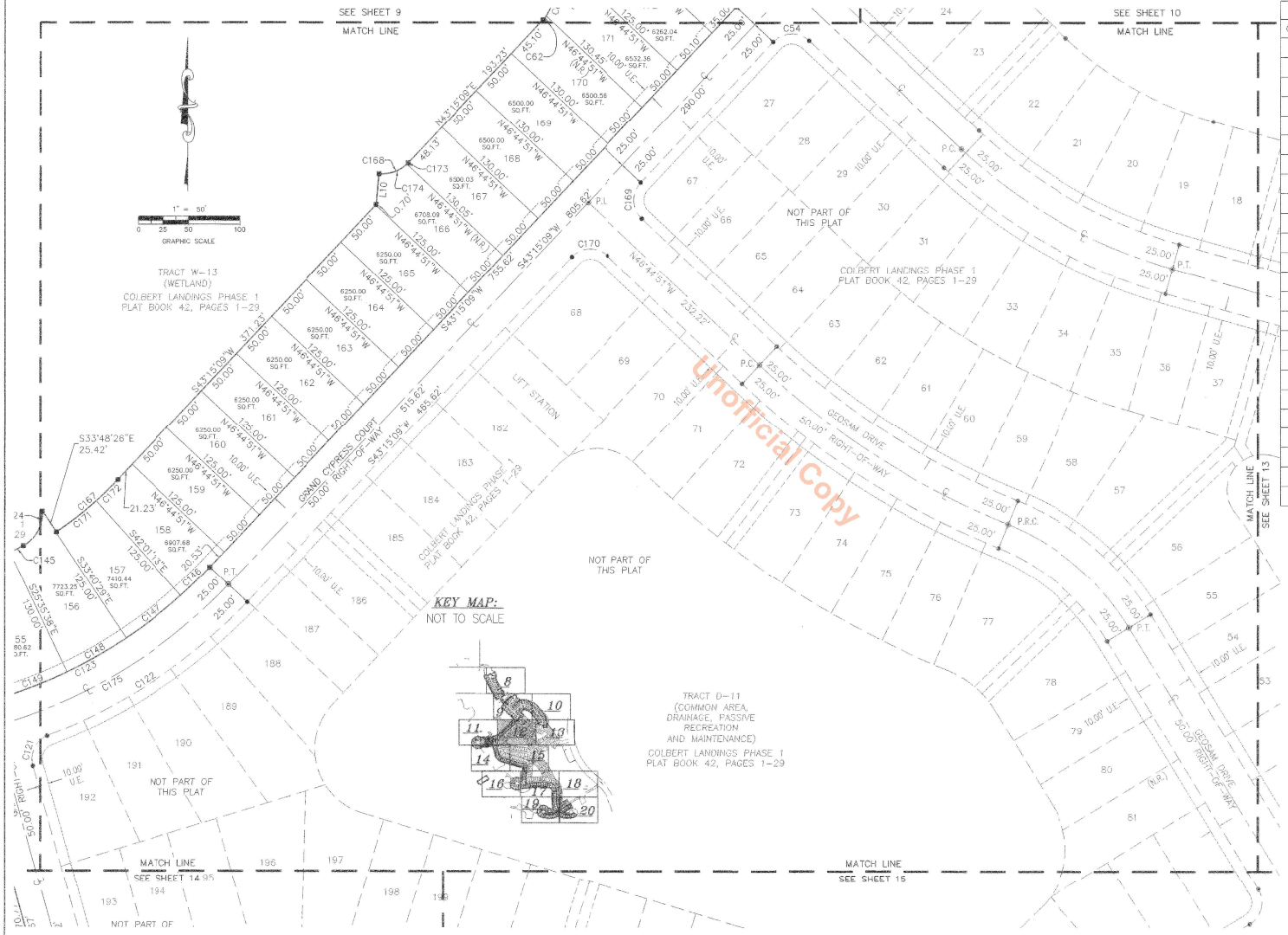
SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

SHEET 12 OF 20

MAP BOOK 44 PAGE 12

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA



CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C54	25.00'	39.27'	090°00'00"	35.36'	S88°15'09"W
C55	25.00'	39.27'	090°00'00"	35.36'	S01°44'51"E
C59	35.00'	54.98'	090°00'00"	49.50'	N01°44'51"W
C60	35.00'	28.56'	046°44'51"	27.77'	S23°22'25"E
C61	35.00'	20.79'	034°02'22"	20.49'	S17°01'11"W
C62	35.00'	5.63'	009°12'47"	5.62'	S38°38'46"W
C121	25.00'	36.73'	084°10'36"	33.51'	S26°26'13"W
C122	525.02'	237.40'	025°54'29"	235.39'	N56°12'24"E
C123	475.00'	294.85'	035°33'56"	290.14'	N61°02'07"E
C124	35.00'	40.76'	066°43'38"	38.50'	N28°34'43"E
C145	345.00'	14.84'	002°27'50"	14.83'	N63°10'27"E
C146	475.00'	39.99'	004°49'25"	39.98'	N45°39'52"E
C147	475.00'	68.39'	008°14'57"	68.33'	N52°12'02"E
C148	475.00'	66.99'	008°04'51"	66.94'	N60°21'56"E
C149	475.00'	80.92'	009°45'41"	80.83'	N69°17'12"E
C167	350.00'	79.05'	012°56'25"	78.88'	N49°43'22"E
C168	35.00'	31.76'	051°59'04"	30.68'	N69°14'41"E
C169	25.00'	39.27'	090°00'00"	35.36'	S01°44'51"E
C170	25.00'	39.27'	090°00'00"	35.36'	S88°15'09"W
C171	350.00'	50.18'	008°12'52"	50.14'	N52°13'05"E
C172	350.00'	29.68'	004°51'29"	29.67'	N45°40'54"E
C173	35.00'	1.87'	003°03'41"	1.87'	N44°47'00"E
C174	35.00'	29.89'	048°55'23"	28.99'	N70°46'32"E
C175	500.00'	313.79'	035°57'27"	308.66'	N61°13'53"E

LINE TABLE		
LINE NO.	BEARING	LENGTH
L5	N85°25'18"E	21.61'
L10	N05°14'13"E	29.95'

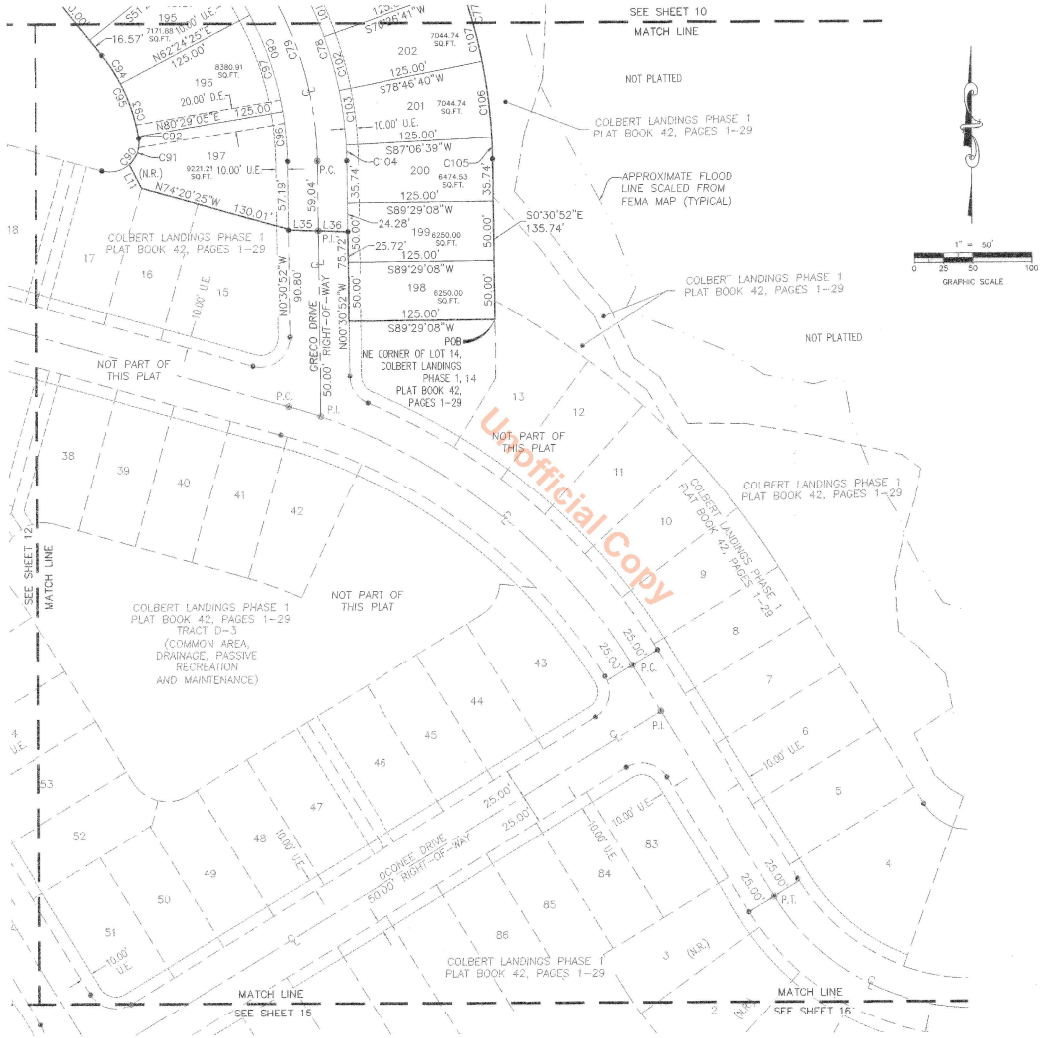
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SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

SHEET 13 OF 20 | MAP BOOK 44 PAGE 13

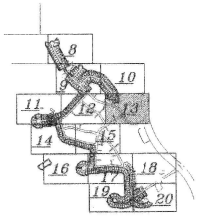
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CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C77	450.00'	299.09'	038°04'54"	293.62'	N19°33'19"W
C78	325.00'	216.01'	038°04'54"	212.06'	N19°33'19"W
C79	300.00'	199.40'	038°04'54"	195.75'	N19°33'19"W
C80	275.00'	182.78'	038°04'54"	179.43'	N19°33'19"W
C90	25.00'	49.92'	114°25'10"	42.03'	N48°27'01"E
C91	25.00'	24.96'	057°12'35"	23.94'	N19°50'43"E
C92	150.00'	1.98'	000°45'21"	1.98'	N09°08'14"W
C93	150.00'	47.33'	018°04'40"	47.13'	N18°33'15"W
C94	150.00'	28.81'	011°00'11"	28.76'	N33°05'40"W
C95	150.00'	78.11'	029°50'12"	77.23'	N23°40'40"W
C96	275.00'	43.20'	009°00'03"	43.16'	S05°00'53"E
C97	275.00'	86.77'	018°04'40"	86.41'	S18°33'15"E
C98	275.00'	52.81'	011°00'11"	52.73'	S33°05'40"E
C100	325.00'	47.27'	008°19'59"	47.23'	N32°06'42"W
C101	325.00'	47.59'	008°23'23"	47.55'	N23°45'00"W
C102	325.00'	47.27'	008°19'59"	47.23'	N15°23'19"W
C103	325.00'	47.27'	008°19'59"	47.23'	N07°03'20"W
C104	325.00'	13.47'	002°22'29"	13.47'	N01°42'06"W
C105	450.00'	18.65'	002°22'29"	18.65'	S01°42'06"E
C106	450.00'	65.45'	008°19'59"	65.39'	S07°03'20"E
C107	450.00'	65.45'	008°19'59"	65.39'	N15°23'19"W
C108	450.00'	65.89'	008°23'23"	65.83'	S23°45'00"E

LINE TABLE		
LINE NO.	BEARING	LENGTH
L11	N27°04'00"W	22.41'
L35	S88°16'22"E	25.02'
L36	S88°16'22"E	25.01'

KEY MAP:
NOT TO SCALE



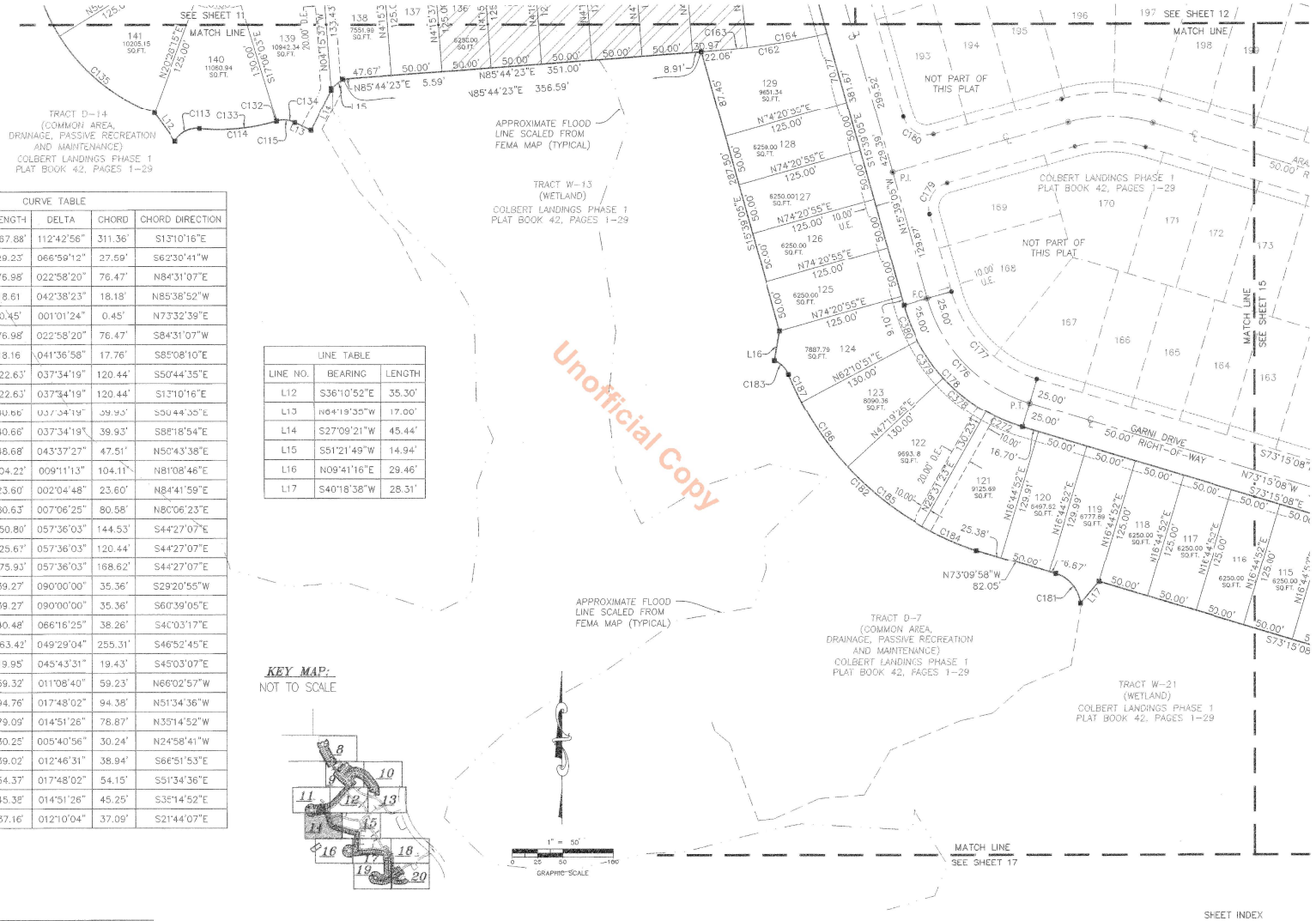
SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

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COLBERT LANDINGS PHASE 2

SHEET 14 OF 20 | MAP BOOK 44 PAGE 14

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA



CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C112	187.00'	367.88'	112°42'56"	311.36'	S13°10'16"E
C113	25.00'	29.23'	066°59'12"	27.59'	S62°30'41"W
C114	192.00'	76.98'	022°58'20"	76.47'	N84°31'07"E
C115	25.00'	18.61'	042°38'23"	18.18'	N85°38'52"W
C132	25.00'	0.45'	001°01'24"	0.45'	N73°32'39"E
C133	192.00'	76.98'	022°58'20"	76.47'	S84°31'07"W
C134	25.00'	18.16'	041°36'58"	17.76'	S85°08'10"E
C135	187.00'	122.63'	037°34'19"	120.44'	S50°44'35"E
C136	187.00'	122.63'	037°34'19"	120.44'	S13°10'16"E
C157	62.00'	40.66'	037°34'19"	39.93'	S50°44'35"E
C158	62.00'	40.66'	037°34'19"	39.93'	S88°18'54"E
C159	63.94'	48.68'	043°37'27"	47.51'	N50°43'38"E
C162	650.00'	104.22'	009°11'13"	104.11'	N81°08'46"E
C163	650.00'	23.60'	002°04'48"	23.60'	N84°41'59"E
C164	650.00'	80.63'	007°06'25"	80.58'	N86°06'23"E
C176	150.00'	150.80'	057°36'03"	144.53'	S44°27'07"E
C177	125.00'	125.67'	057°36'03"	120.44'	S44°27'07"E
C178	175.00'	175.93'	057°36'03"	168.62'	S44°27'07"E
C179	25.00'	39.27'	090°00'00"	35.36'	S29°20'55"W
C180	25.00'	39.27'	090°00'00"	35.36'	S60°39'05"E
C181	35.00'	40.48'	066°16'25"	38.26'	S4°03'17"E
C182	305.00'	263.42'	049°29'04"	255.31'	S46°52'45"E
C183	25.00'	19.95'	045°43'31"	19.43'	S45°03'07"E
C184	305.00'	59.32'	011°08'40"	59.23'	N66°02'57"W
C185	305.00'	94.76'	017°48'02"	94.38'	N51°34'36"W
C186	305.00'	79.09'	014°51'26"	78.87'	N35°14'52"W
C187	305.00'	30.25'	005°40'56"	30.24'	N24°58'41"W
C272	175.00'	39.02'	012°46'31"	38.94'	S66°51'53"E
C378	175.00'	54.37'	017°48'02"	54.15'	S51°34'36"E
C379	175.00'	45.38'	014°51'26"	45.25'	S35°14'52"E
C380	175.00'	37.16'	012°10'04"	37.09'	S21°44'07"E

LINE TABLE		
LINE NO.	BEARING	LENGTH
L12	S36°10'52"E	35.30'
L13	N64°19'35"W	17.00'
L14	S27°09'21"W	45.44'
L15	S51°21'49"W	14.94'
L16	N09°41'16"E	29.46'
L17	S40°18'38"W	28.31'

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KEY MAP:
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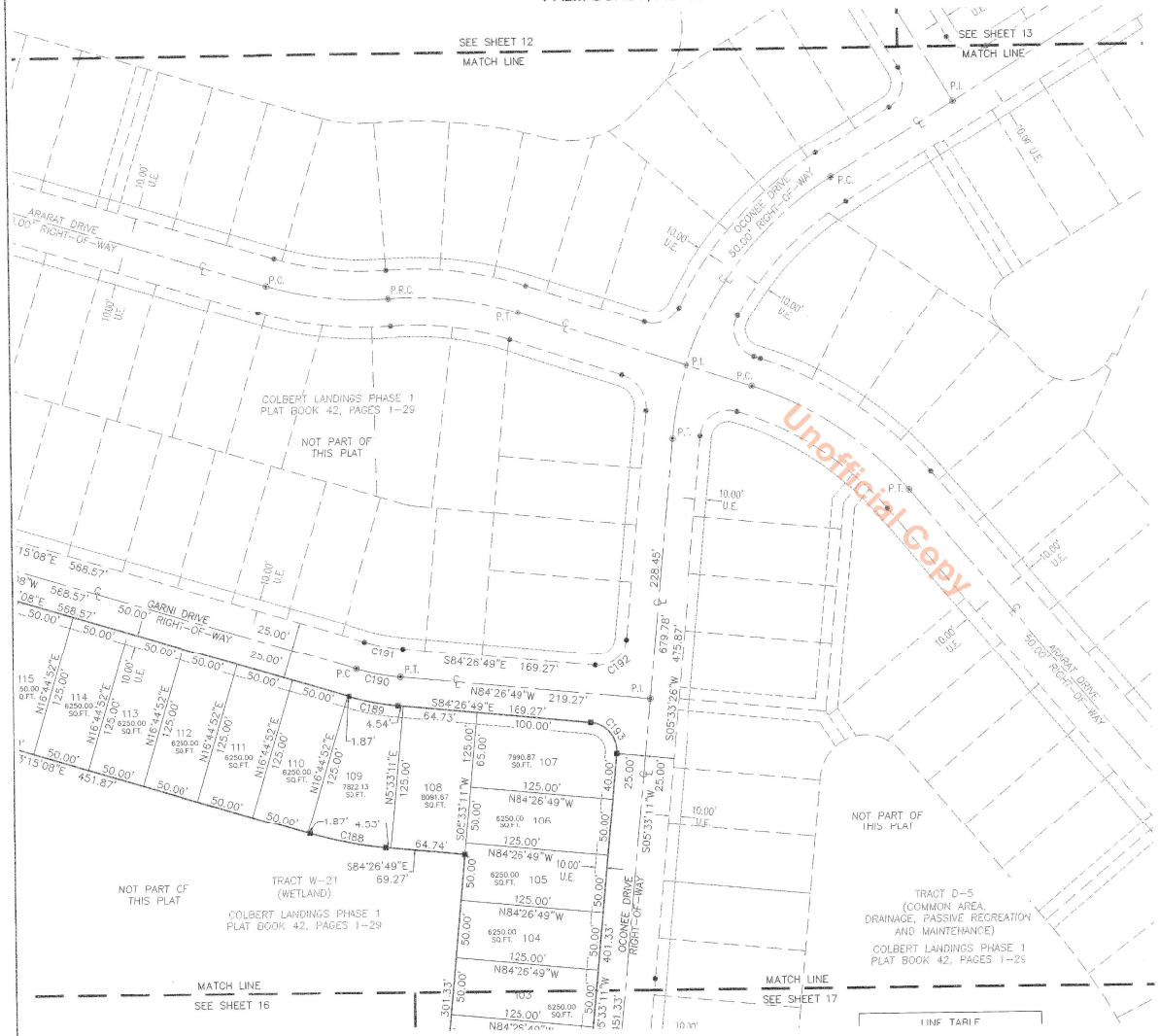
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SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

MAP BOOK 44 PAGE 15

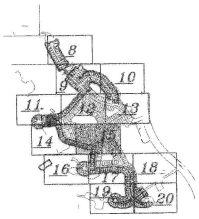
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CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C188	350.00'	68.39'	011°11'41"	68.28'	S78°50'59"E
C189	225.00'	43.96'	011°11'41"	43.89'	S78°50'59"E
C190	200.00'	39.08'	011°11'41"	39.02'	S78°50'59"E
C191	175.00'	34.19'	011°11'41"	34.14'	S78°50'59"E
C192	25.00'	39.27'	090°00'00"	35.36'	N50°33'11"E
C193	25.00'	39.27'	090°00'00"	35.36'	N39°26'49"W

KEY MAP:
NOT TO SCALE



SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

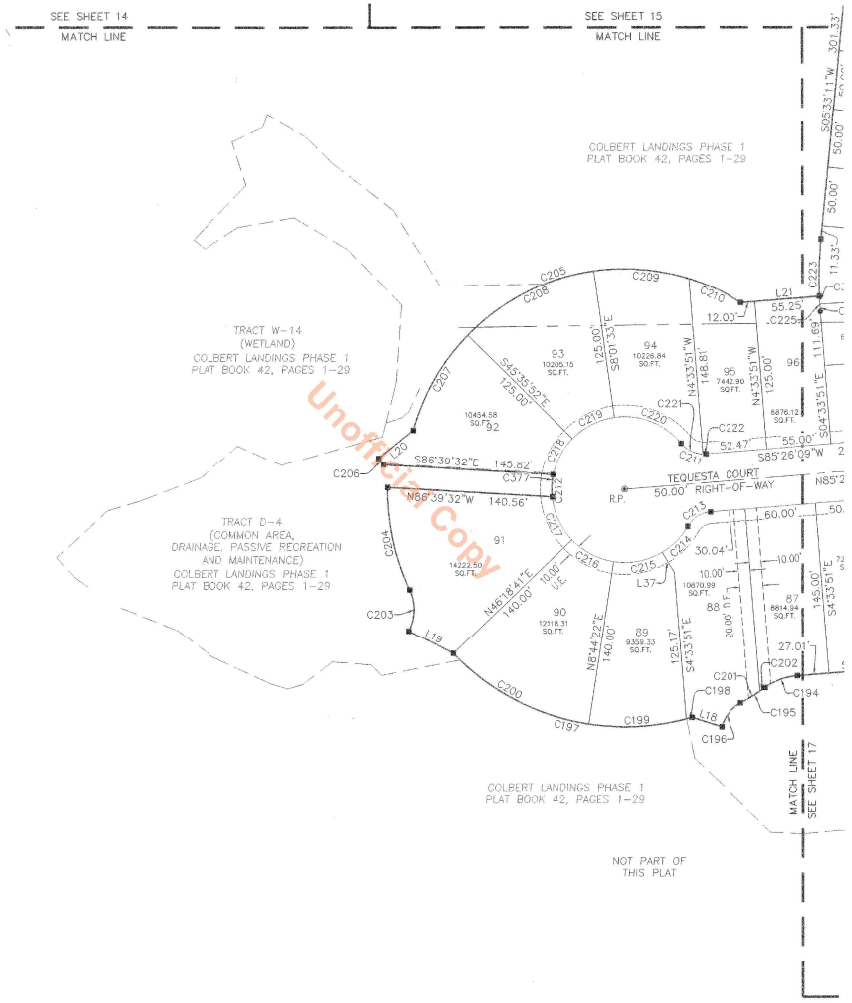
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COLBERT LANDINGS PHASE 2

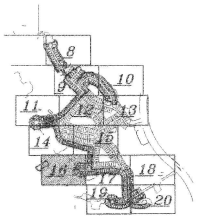
SHEET 16 OF 20 | MAP BOOK 44 PAGE 16

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KEY MAP:
NOT TO SCALE



LINE TABLE		
LINE NO.	BEARING	LENGTH
L18	S72°16'04"E	26.66'
L19	S62°51'15"E	42.54'
L20	S51°21'25"W	38.02'
L21	S85°26'09"W	67.25'
L37	S30°47'35"E	20.00'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C194	55.00'	29.59'	030°49'13"	29.23'	S70°01'33"W
C195	207.00'	24.77'	006°51'22"	24.76'	S58°02'37"W
C196	35.00'	26.72'	043°44'22"	26.07'	S39°36'07"W
C197	202.00'	220.90'	062°39'21"	210.05'	S75°01'00"E
C198	202.00'	4.97'	001°24'31"	4.97'	N74°21'35"E
C199	202.00'	83.47'	023°40'31"	82.88'	N86°54'06"E
C200	202.00'	132.46'	037°34'19"	130.10'	N62°28'28"W
C201	207.00'	19.21'	005°18'59"	19.20'	N58°48'49"E
C202	207.00'	5.56'	001°32'23"	5.56'	N55°23'08"E
C203	40.00'	36.33'	052°02'26"	35.10'	N01°07'32"E
C204	202.00'	89.54'	025°23'54"	88.81'	S12°11'44"E
C205	187.00'	347.17'	106°22'14"	299.42'	N68°54'57"E
C206	30.00'	7.30'	013°56'07"	7.28'	N35°17'10"W
C207	187.00'	93.58'	028°40'18"	92.60'	N30°03'59"E
C208	187.00'	122.63'	037°34'19"	120.44'	N63°11'18"E
C209	187.00'	81.61'	025°00'17"	80.96'	S85°31'25"E
C210	187.00'	49.36'	015°07'20"	49.21'	S65°27'36"E
C211	25.00'	23.96'	054°55'14"	23.06'	S67°06'14"E
C212	62.00'	313.64'	289°50'28"	71.26'	S04°33'51"E
C213	25.00'	23.96'	054°55'14"	23.06'	S57°58'32"W
C214	62.00'	31.05'	028°41'29"	30.72'	S44°51'40"W
C215	62.00'	42.78'	039°31'57"	41.93'	S78°58'23"W
C216	62.00'	40.66'	037°34'19"	39.93'	N62°28'28"W
C217	62.00'	40.85'	037°44'53"	40.11'	N24°48'53"W
C218	62.00'	35.40'	032°42'52"	34.92'	N28°02'42"E
C219	62.00'	40.66'	037°34'19"	39.93'	N63°11'18"E
C220	62.00'	63.18'	058°22'56"	60.48'	S68°50'05"E
C221	25.00'	21.43'	049°06'39"	20.78'	S64°11'56"E
C222	25.00'	2.53'	005°48'35"	2.53'	N88°20'27"E
C223	350.00'	61.80'	010°07'01"	61.72'	S00°29'40"W
C224	350.00'	48.49'	007°56'14"	48.45'	S01°35'03"W
C225	350.00'	13.32'	002°10'47"	13.31'	N03°28'27"W
C377	62.00'	19.08'	017°37'42"	19.00'	S02°52'25"W

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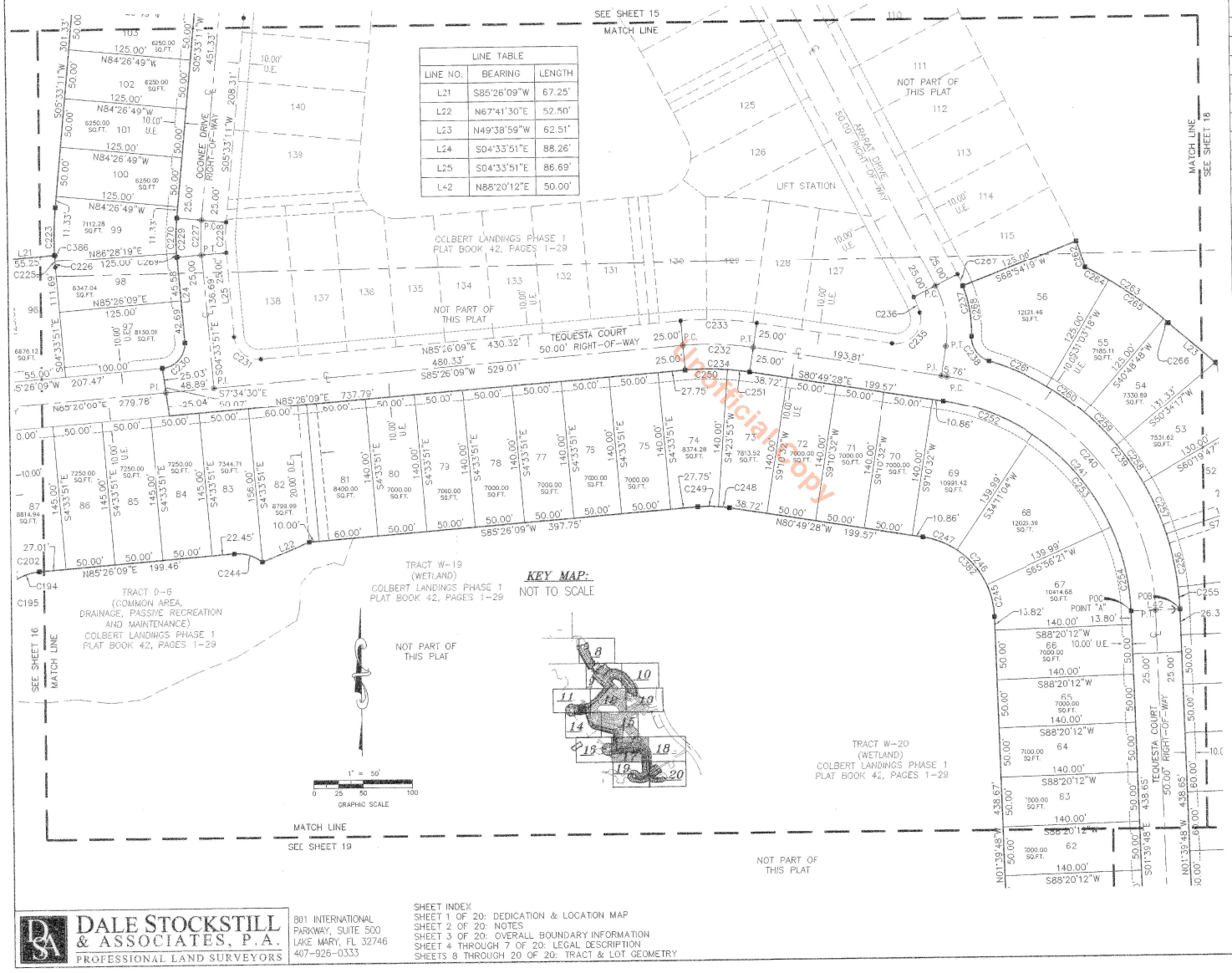
SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

SHEET 17 OF 20

MAP BOOK 44 PAGE 17

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA



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CURVE TABLE

CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C194	55.00'	29.59'	030°49'13"	29.23'	S70°01'33"W
C223	350.00'	61.80'	010°07'01"	61.72'	S00°29'40"W
C225	350.00'	13.32'	002°10'47"	13.31'	N03°28'27"W
C226	350.00'	6.16'	001°00'28"	6.16'	S04°03'37"E
C227	200.00'	35.32'	010°07'01"	35.27'	S00°29'40"W
C228	175.00'	30.90'	010°07'01"	30.85'	S00°29'40"W
C229	225.00'	39.73'	010°07'01"	39.68'	S00°29'40"W
C230	25.09'	37.71'	086°06'43"	34.25'	N42°17'53"E
C231	25.00'	39.27'	090°00'00"	35.36'	S49°33'51"E
C232	300.00'	71.94'	013°44'23"	71.77'	N87°41'39"W
C233	325.00'	77.94'	013°44'23"	77.75'	N87°41'39"W
C234	275.00'	65.95'	013°44'23"	65.79'	N87°41'39"W
C235	25.00'	49.41'	113°13'50"	41.75'	N42°33'37"E
C236	75.00'	16.93'	012°56'10"	16.90'	N20°31'23"W
C237	125.00'	65.06'	029°49'17"	64.33'	N12°04'49"W
C238	25.00'	32.88'	075°21'10"	30.56'	S34°50'46"E
C239	275.00'	340.10'	070°51'33"	318.84'	N37°05'35"W
C240	250.00'	345.40'	079°09'39"	318.58'	N41°14'38"W
C241	225.00'	310.86'	079°09'39"	286.72'	N41°14'38"W
C242	84.98'	117.43'	079°10'24"	108.30'	N41°15'00"W
C243	135.00'	32.37'	013°44'23"	32.30'	N87°41'39"W
C244	40.00'	30.39'	043°31'49"	29.66'	N72°47'56"W
C245	84.98'	117.43'	079°10'28"	108.30'	N41°14'58"W
C246	84.98'	117.43'	079°10'28"	108.30'	N41°14'58"W
C247	84.98'	117.43'	079°10'28"	108.30'	N41°14'58"W
C248	135.00'	32.37'	013°44'23"	32.30'	N87°41'39"W
C249	135.00'	32.37'	013°44'23"	32.30'	N87°41'39"W
C250	275.00'	43.02'	008°57'44"	42.97'	N89°55'01"E
C251	275.00'	22.93'	004°46'40"	22.92'	S83°12'47"E
C252	225.00'	310.86'	079°09'39"	286.72'	N41°14'38"W
C253	225.00'	310.86'	079°09'39"	286.72'	N41°14'38"W
C254	225.00'	310.86'	079°09'39"	286.72'	N41°14'38"W
C255	275.00'	22.09'	004°36'11"	22.09'	S03°57'53"E
C256	275.00'	55.49'	011°33'42"	55.40'	S12°02'50"E
C257	275.00'	56.84'	011°50'32"	56.74'	S23°44'57"E
C258	275.00'	46.84'	009°45'30"	46.78'	S34°32'58"E
C259	275.00'	46.84'	009°45'30"	46.78'	S44°18'28"E
C260	275.00'	46.84'	009°45'30"	46.78'	S54°03'57"E
C261	275.00'	65.17'	013°34'39"	65.01'	S65°44'02"E
C262	250.00'	28.92'	006°37'38"	28.90'	N17°46'52"W
C263	400.00'	101.95'	014°36'10"	101.67'	N55°34'36"W
C264	400.00'	27.46'	003°55'59"	27.45'	N60°54'41"W
C265	400.00'	68.13'	009°45'30"	68.04'	N54°03'57"W
C266	400.00'	6.36'	000°54'41"	6.36'	N48°43'52"W
C267	125.00'	12.86'	005°53'47"	12.86'	S24°02'35"E
C268	125.00'	52.20'	023°55'30"	51.82'	S09°07'56"E
C269	225.00'	4.07'	001°02'10"	4.07'	N04°02'46"W
C270	225.00'	35.66'	009°04'51"	35.62'	N01°00'45"E
C382	84.98'	117.43'	079°10'28"	108.30'	N41°14'58"W
C386	350.00'	6.33'	001°02'10"	6.33'	N04°02'46"W

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SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

SHEET 18 OF 20 | MAP BOOK 44 PAGE 18

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

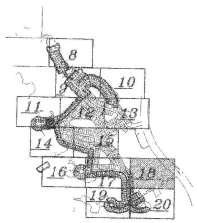
CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C255	275.00'	22.09'	004°36'11"	22.09'	S03°57'53"E
C256	275.00'	55.49'	011°33'42"	55.40'	S12°02'50"E
C257	275.00'	56.84'	011°50'32"	56.74'	S23°44'57"E
C266	400.00'	6.36'	000°54'41"	6.36'	N48°43'52"W
C273	405.00'	60.46'	008°33'10"	60.40'	S33°56'48"E
C274	405.00'	83.71'	011°50'32"	83.56'	S23°44'57"E
C275	405.00'	81.73'	011°33'42"	81.59'	S12°02'50"E
C276	405.00'	32.54'	004°36'11"	32.53'	S03°57'53"E
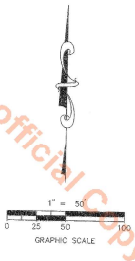
LINE TABLE		
LINE NO.	BEARING	LENGTH
L23	N49°38'59"W	62.61'

SECTION 3 | SECTION 2
NORTH LINE OF SECTION 10
SECTION 10 | SECTION 11

SEE SHEET 17 MATCH LINE

KEY MAP:
NOT TO SCALE





Unofficial Copy

WESTERLY R/W LINE

COLBERT LANE
200.00' RIGHT-OF-WAY
WITH 15.00' BIKE PATH PER ORB 581, PAGE 773

LOT 5, BLOCK B

PLAT OF BRUNNELL DEVELOPMENT CO.
MAP BOOK 1, PAGE 1

ACCESS EASEMENT DB 1731 PG 573

25.00
25.00

EAST LINE OF SECTION 10
S01°28'12"E (BEARING BASIS)

TRACT D-1
(COMMON AREA, DRAINAGE, PASSIVE RECREATION AND MAINTENANCE)
COLBERT LANDINGS PHASE 1
PLAT BOOK 42, PAGES 1-29

MATCH LINE
SEE SHEET 20

COLBERT LANDINGS PHASE 1
PLAT BOOK 42, PAGES 1-29

NOT PART OF THIS PLAT

TEQUESTA COURT
50.00' RIGHT-OF-WAY

S01°39'48"E 438.65'
N01°39'48"W 436.65'
S01°39'48"E 325.12'

POB
P.T.
L42
26.33'
26.33'

C255
6973.28 SQ.FT.

C266
C273
C274
C275
C276
C257

R=30.80'
L=8.67'
Δ=016°33'17"
C=8.64'
CD=S29°56'45"E

L23
S49°48'W

131.33'
S50°54'17"W

130.00'
S60°19'47"W

20.00' D.E.

130.00'
S72°10'19"W

130.00'
S83°44'01"W

130.00'
S88°20'12"W

10.00' U.E.

LOT	SQ.FT.	WIDTH	DEPTH
54	10.89		
53	7531.62		
52	9135.49		
51	8912.15		
50	6973.28		
49	6500.00	50.00'	130.00'
48	6500.00	50.00'	130.00'
47	7800.00	60.00'	130.00'
46	7800.00	60.00'	130.00'
45	6500.00	50.00'	130.00'

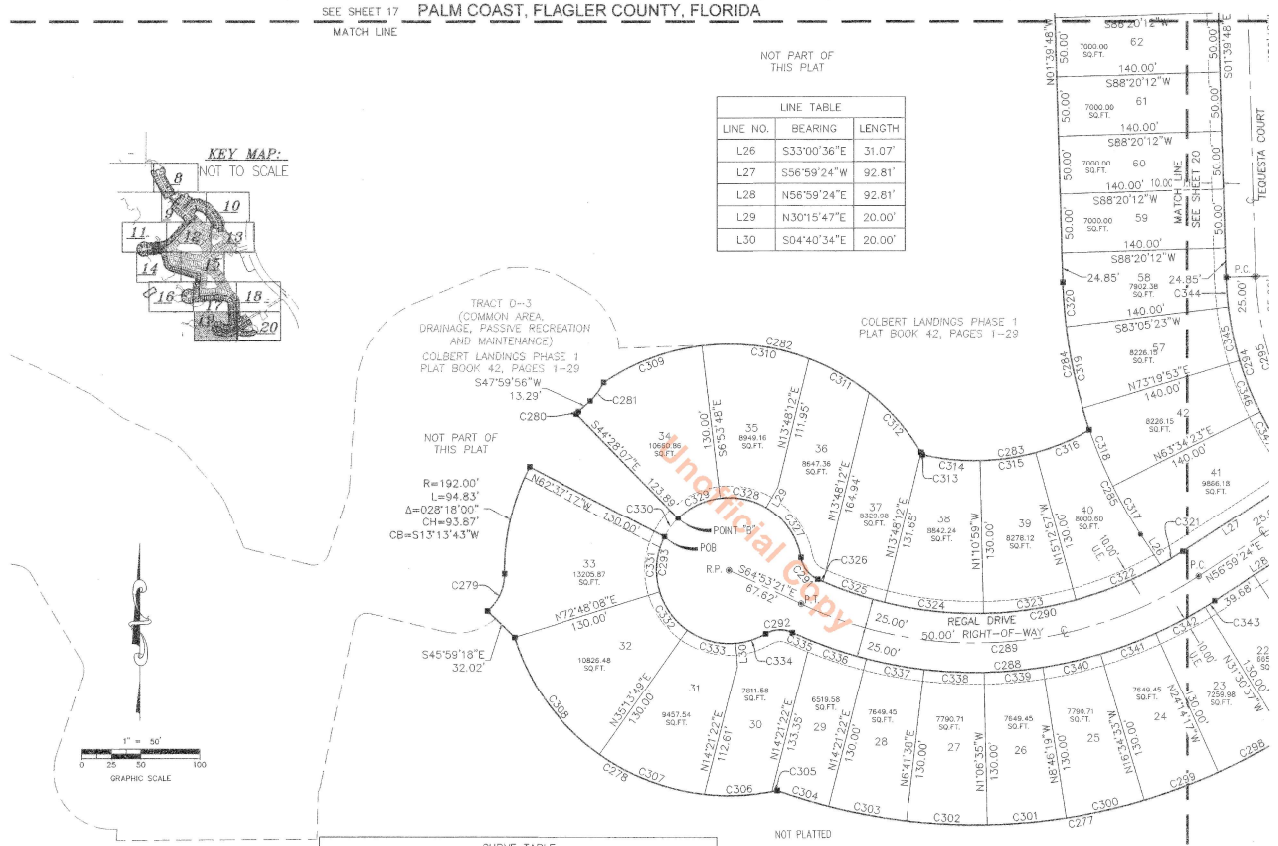
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SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

COLBERT LANDINGS PHASE 2

SHEET 19 OF 20 | MAP BOOK 44 PAGE 19

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 42 PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LYING IN A PORTION OF SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA



LINE TABLE		
LINE NO.	BEARING	LENGTH
L26	S33°00'36"E	31.07'
L27	S56°59'24"W	92.81'
L28	N56°59'24"E	92.81'
L29	N30°15'47"E	20.00'
L30	S04°40'34"E	20.00'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C277	505.00'	468.96'	053°12'23"	452.29'	N82°57'17"E
C278	192.00'	284.99'	085°02'41"	259.54'	S59°43'13"E
C279	40.00'	35.79'	051°15'44"	34.61'	N24°42'36"E
C280	19.15'	2.81'	008°25'07"	2.81'	S40°58'09"W
C281	55.86'	19.71'	020°12'51"	19.60'	N36°14'52"E
C282	192.00'	311.58'	092°58'44"	278.50'	N77°20'44"W
C283	195.00'	147.34'	043°17'29"	143.86'	N81°40'34"E
C284	415.00'	89.65'	012°22'39"	89.48'	S13°05'57"E
C285	415.00'	99.39'	013°43'21"	99.16'	S26°08'57"E
C286	25.00'	39.27'	090°00'00"	35.36'	N11°59'24"E
C287	25.00'	39.27'	090°00'00"	35.36'	N78°00'36"W
C288	375.00'	377.03'	057°36'23"	361.35'	N85°47'35"E
C289	350.00'	355.04'	058°07'14"	340.01'	N86°03'01"E
C290	325.00'	325.82'	057°26'24"	312.34'	N85°42'36"E
C291	25.00'	24.25'	055°35'03"	23.31'	S37°46'41"E
C292	25.00'	23.74'	054°25'09"	22.86'	S87°23'12"W
C293	62.00'	313.63'	289°50'13"	71.27'	S25°05'44"W
C294	275.00'	150.45'	031°20'48"	148.58'	S17°20'12"E
C295	250.00'	136.78'	031°20'48"	135.08'	S17°20'12"E
C296	225.00'	123.10'	031°20'48"	121.57'	S17°20'12"E
C297	505.00'	18.85'	002°08'17"	18.84'	S57°25'15"W
C298	505.00'	64.10'	007°16'20"	64.05'	S62°07'33"W
C299	505.00'	67.53'	007°39'44"	67.48'	S69°35'35"W
C300	505.00'	68.78'	007°48'14"	68.73'	S77°19'34"W
C301	505.00'	67.53'	007°39'44"	67.48'	S85°03'33"W
C302	505.00'	68.78'	007°48'14"	68.73'	N87°12'29"W
C303	505.00'	65.86'	007°28'19"	65.81'	N79°34'12"W
C304	505.00'	45.85'	005°12'07"	45.83'	N73°02'34"W
C305	709.05'	4.71'	000°22'51"	4.71'	S78°05'21"W
C306	193.48'	57.60'	017°03'21"	57.38'	S87°47'14"W
C307	192.00'	96.61'	028°49'52"	95.60'	N69°14'02"W
C308	192.00'	125.90'	037°34'19"	123.66'	N35°59'02"W
C309	192.00'	90.27'	026°56'18"	89.44'	N69°38'02"E
C310	192.00'	92.66'	027°39'02"	91.76'	S83°04'17"E
C311	192.00'	59.15'	017°39'03"	58.92'	S60°25'15"E
C312	192.00'	67.18'	020°02'51"	66.84'	S41°34'17"E
C313	192.00'	2.32'	000°41'30"	2.32'	S31°12'07"E
C314	195.00'	49.37'	014°30'18"	49.23'	S83°55'50"E
C315	195.00'	47.76'	014°01'57"	47.64'	N81°48'02"E
C316	195.00'	50.21'	014°45'14"	50.07'	N67°24'26"E
C317	415.00'	47.69'	006°35'01"	47.66'	N29°43'07"W
C318	415.00'	70.68'	009°45'30"	70.59'	N21°32'52"W
C319	415.00'	70.68'	009°45'30"	70.59'	N11°47'22"W
C320	415.00'	38.00'	005°14'49"	37.99'	N04°17'13"W
C321	325.00'	22.21'	003°54'53"	22.20'	N58°56'50"E

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C322	325.00'	78.73'	013°52'46"	78.54'	N67°50'40"E
C323	325.00'	79.60'	014°01'57"	79.40'	N81°48'02"E
C324	325.00'	85.01'	014°59'12"	84.77'	S83°41'24"E
C325	325.00'	55.27'	009°44'35"	55.20'	S71°19'30"E
C326	325.00'	5.01'	000°53'00"	5.01'	S66°00'43"E
C327	62.00'	53.84'	049°45'03"	52.16'	S34°51'41"E
C328	62.00'	40.21'	037°09'36"	39.51'	S78°19'00"E
C329	62.00'	40.66'	037°34'19"	39.93'	N64°19'02"E
C330	62.00'	19.64'	018°09'10"	19.56'	N36°27'18"E
C331	62.00'	48.24'	044°34'36"	47.03'	N05°05'25"E
C332	62.00'	40.66'	037°34'19"	39.93'	N35°59'02"W
C333	62.00'	43.18'	039°54'23"	42.32'	N74°43'22"W
C334	62.00'	27.21'	025°08'48"	26.99'	S72°45'02"W

C335	375.00'	16.87'	002°34'40"	16.87'	N66°41'33"W
C336	375.00'	50.15'	007°39'44"	50.11'	N71°43'46"W
C337	375.00'	50.15'	007°39'44"	50.11'	N79°28'30"W
C338	375.00'	51.08'	007°48'14"	51.04'	N87°12'29"W
C339	375.00'	50.15'	007°39'44"	50.11'	S85°03'33"W
C340	375.00'	51.08'	007°48'14"	51.04'	S77°13'34"W
C341	375.00'	50.15'	007°39'44"	50.11'	S69°35'35"W
C342	375.00'	47.60'	007°16'20"	47.56'	S62°07'33"W
C343	375.00'	9.62'	001°29'59"	9.62'	S57°44'24"W
C344	275.00'	25.18'	005°14'49"	25.17'	S04°17'13"E
C345	275.00'	46.84'	009°45'30"	46.78'	S11°47'22"E
C346	275.00'	46.84'	009°45'30"	46.78'	S21°32'52"E
C347	294.18'	38.43'	007°29'04"	38.40'	S30°18'13"E

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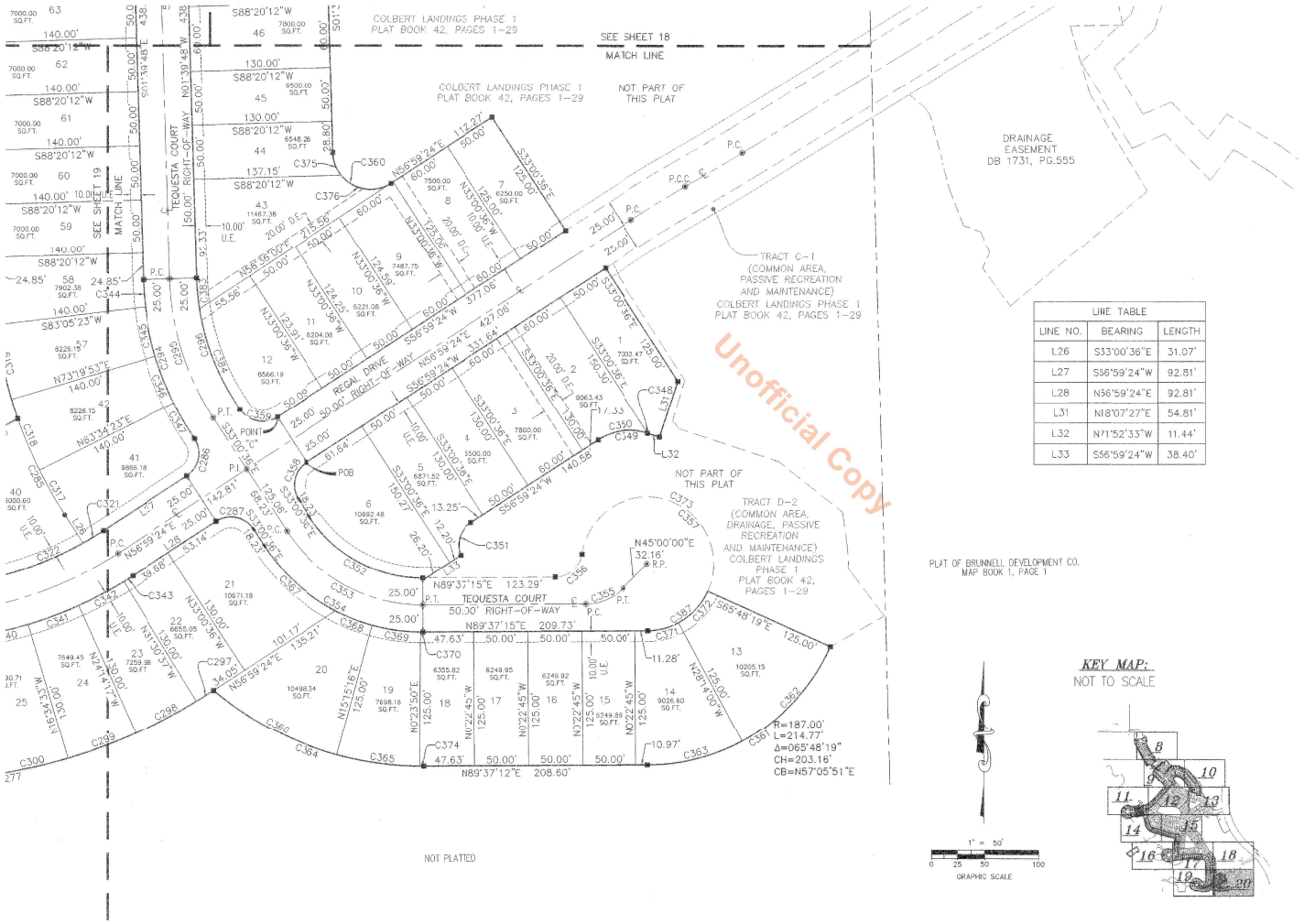
SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
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COLBERT LANDINGS PHASE 2

SHEET 20 OF 20

MAP BOOK 44 PAGE 20

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LINE TABLE		
LINE NO.	BEARING	LENGTH
L26	S33°00'36"E	31.07'
L27	S56°59'24"W	92.81'
L28	N56°59'24"E	92.81'
L31	N18°07'27"E	54.81'
L32	N71°52'33"W	11.44'
L33	S56°59'24"W	38.40'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C285	415.00'	99.39'	013°43'21"	99.16'	S26°08'57"E
C286	25.00'	39.27'	090°00'00"	35.36'	N11°59'24"E
C287	25.00'	39.27'	090°00'00"	35.36'	N78°00'36"W
C294	275.00'	150.45'	031°20'48"	148.58'	S17°20'12"E
C295	250.00'	136.78'	031°20'48"	135.08'	S17°20'12"E
C296	225.00'	123.10'	031°20'48"	121.57'	S17°20'12"E
C297	505.00'	18.85'	002°08'17"	18.84'	S57°25'15"W
C298	505.00'	64.10'	007°16'20"	64.05'	S62°07'33"W
C299	505.00'	67.53'	007°39'44"	67.48'	S69°35'35"W
C300	505.00'	68.78'	007°48'14"	68.73'	S77°19'34"W
C317	415.00'	47.69'	006°35'01"	47.66'	N29°43'07"W
C318	415.00'	70.68'	009°45'30"	70.59'	N21°32'52"W
C322	325.00'	78.73'	013°52'46"	78.54'	N67°50'40"E
C341	375.00'	50.15'	007°39'44"	50.1'	S69°35'35"W
C342	375.00'	47.60'	007°16'20"	47.56'	S62°07'33"W
C343	375.00'	9.82'	001°29'59"	9.82'	S57°44'24"W
C344	275.00'	25.18'	005°14'49"	25.17'	S04°17'13"E
C345	275.00'	46.84'	009°45'30"	46.78'	S11°47'22"E
C346	275.00'	46.84'	009°45'30"	46.78'	S21°32'52"E
C347	294.18'	38.43'	007°29'04"	38.40'	S30°18'13"E
C348	55.00'	0.24'	000°14'55"	0.24'	S72°00'00"E
C349	55.00'	49.09'	051°08'03"	47.47'	S82°33'26"W
C350	55.00'	48.85'	050°53'08"	47.26'	S82°25'58"W
C351	25.00'	34.51'	079°05'16"	31.83'	S17°26'16"W
C352	125.00'	128.52'	058°54'28"	120.00'	S61°41'40"E
C353	150.00'	150.19'	057°22'09"	144.00'	S61°41'40"E
C354	175.00'	175.22'	057°22'09"	168.00'	S61°41'40"E
C355	50.00'	38.94'	044°37'15"	37.96'	N67°18'37"E
C356	25.00'	35.52'	081°24'20"	32.61'	N48°55'05"E
C357	62.00'	212.07'	195°58'46"	122.80'	N73°47'42"W
C358	25.00'	39.27'	090°00'00"	35.36'	S11°59'24"W
C359	25.00'	39.27'	090°00'00"	35.36'	S78°00'36"E
C360	35.00'	74.13'	121°20'48"	61.03'	S62°20'12"E
C361	187.00'	214.77'	065°48'19"	203.16'	S57°05'51"W
C362	187.00'	122.63'	037°34'19"	120.44'	N42°58'51"E
C363	187.00'	91.62'	028°04'21"	90.71'	N75°48'10"E
C364	300.00'	212.35'	040°33'22"	207.95'	S70°06'04"E
C365	300.00'	77.79'	014°51'26"	77.57'	S82°10'27"E
C366	300.00'	130.49'	024°55'21"	129.47'	S62°17'03"E
C367	175.00'	90.79'	029°43'34"	89.78'	N47°52'23"W
C368	175.00'	36.68'	012°00'33"	36.61'	N68°44'27"W
C369	175.00'	45.38'	014°51'26"	45.25'	N82°10'27"W
C370	174.54'	2.37'	000°46'36"	2.37'	N89°59'28"W
C371	62.00'	30.55'	028°14'00"	30.24'	N75°53'00"E
C372	62.00'	40.66'	037°34'19"	39.93'	N42°58'51"E
C373	62.00'	212.07'	195°58'46"	122.80'	N73°47'42"W
C374	300.00'	4.07'	000°46'35"	4.07'	S89°59'27"E
C375	35.00'	22.78'	037°17'00"	22.38'	N20°18'18"W
C376	35.00'	51.35'	084°03'48"	46.87'	N80°58'42"W
C383	225.00'	28.65'	007°17'41"	28.63'	N05°18'39"W
C384	227.36'	101.29'	025°31'29"	100.45'	N21°47'45"W
C387	62.00'	70.39'	065°02'49"	66.67'	N56°43'06"E

KEY MAP:
NOT TO SCALE

DALE STOCKSTILL & ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYORS
801 INTERNATIONAL PARKWAY, SUITE 500
LAKE MARY, FL 32746
407-926-0333

SHEET INDEX
SHEET 1 OF 20: DEDICATION & LOCATION MAP
SHEET 2 OF 20: NOTES
SHEET 3 OF 20: OVERALL BOUNDARY INFORMATION
SHEET 4 THROUGH 7 OF 20: LEGAL DESCRIPTION
SHEETS 8 THROUGH 20 OF 20: TRACT & LOT GEOMETRY

Exhibit C

Permit Summary Letter

GULFSTREAM DESIGN GROUP, LLC

October 24, 2023

Sent via email:
jeff.white@meritagehomes.com

Mr. Jeff White
Meritage Homes of Florida
424 Luna Bella Lane, Suite 122
New Smyrna Beach , FL 32168

RE: Colbert Landings
GDG# 22-061
Permit Status Summary
CC: Garrett Cone

Dear Mr. White:

This letter will serve to report and summarize the permit status for the proposed project as of the date of this letter. We hereby certify, to the best of our knowledge, the following permits are required/issued for development of this project. The current permit status is as follows:

Permit Name	Issued/ Pending	Permit #	Issue Date/ Exp Date	Projected Approval Dates	Plan Revision Date	Notes
City of Palm Coast Rezoning	Issued	ORD 2021-3, ORD 2021-4	3/16/2021	N/A	N/A	Approved
City of Palm Coast Subdivision Master Plan	Issued	AR# 4793	8/18/2021	N/A	7/7/2021	Approved Inst No:2021050284 BK:2605 PG:686 Pages:3
City of Palm Coast Preliminary Plat Development Order	Issued	AR# 4956	5/6/2022 5/6/2023	N/A	3/18/2022	Development Order Issued
City of Palm Coast Preliminary Plat Phase I Modification	Pending	AR# 5514	Pending	N/A	Pending	Resubmit 10/25/23
City of Palm Coast Preliminary Plat Phase II	Pending	Pending	Pending	N/A	Pending	Pending
City of Palm Coast Final Plat	Pending	Pending	Pending	N/A	Pending	Comments received, plan to resubmit 10/27/23
City of Palm Coast Site Development Order	Issued	2022051341	12/8/2022	N/A	N/A	Approved

City of Palm Coast Amenity Center Technical Site Plan	Pending	Pending	Pending	N/A	Pending	To be submitted week of 10//23/23
City of Palm Coast Model Site Plan - Meritage	Pending	Pending	Pending	N/A	Pending	Comments Received
City of Palm Coast Model Site Plan – Taylor Morrison	Pending	Pending	Pending	N/A	Pending	Comments Received
Flagler County Right of Way	Issued	ROW 202200335	Issued 8/8/2022	N/A	8/04/2022	Approved
Flagler County Construction	Issued		Issued	N/A		Approved
SJRWMD Onsite ERP	Issued	97632-12	Issued 11/8/22	N/A	8/24/2022	Approved
SJRWMD Offsite	Issued	18477-12	Issued 7/21/22	N/A	3/18/2022	Approved
SJRWMD Conceptual	Issued	97632-13	Issued 11/4/22	N/A	9/7/2022	Approved
FDEP 404 Permit	Issued	18-0406482-002-SFI	Issued 11/14/22	N/A	8/24/2022	Approved
FDEP Water	Issued	0080282-364-DSGP	9/14/2022	N/A	6/28/2022	Approved
FDEP Wastewater	Issued	0018380-335-DWC	9/22/2022	N/A	6/28/2022	Approved

Projected issuance dates are based on best available information and are subject to change based on regulatory agency reviews and design coordination.

Gulfstream has enjoyed working with you and your team in the planning, permitting, and design of this project. If you have any questions or require additional information regarding this project, please do not hesitate to email me at matt@gulfstreamdesign.com.

Sincerely,
The Offices of
Gulfstream Design Group

Matthew H. Lahti, P.E. | President | Gulfstream Design Group, LLC

Exhibit D

Product Type Schedule

Product Type	Phase 1 (Funded with the Series 2023 Bonds)	Phase 2	Total
Meritage Homes			
Building Pad </= 45'	93	111	204
Building Pad > 45'	16	18	34
Subtotal	***109***	***129***	***238***
Taylor Morrison			
Building Pad </= 45'	89	81	170
Building Pad > 45'	15	59	74
Subtotal	***104***	***140***	***244***
Total	**213**	**269**	**482**

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

7

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

Preliminary Second Supplemental
Special Assessment Methodology Report

March 5, 2026

Provided by:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

Table of Contents

1.0 Introduction
1.1 Purpose 1
1.2 Scope of the Second Supplemental Report..... 1
1.3 Special Benefits and General Benefits 1
1.4 Organization of the Second Supplemental Report 2

2.0 Development Program
2.1 Overview 2
2.2 The Development Program 3

3.0 The CIP
3.1 Overview 3
3.2 The Phase 2 Project 3

4.0 Financing Program
4.1 Overview 4
4.2 Types of Bonds Proposed 4

5.0 Assessment Methodology
5.1 Overview 5
5.2 Benefit Allocation 5
5.3 Assigning Series 2026 Bond Assessments 7
5.4 Lienability Test: Special and Peculiar Benefit to the Property 7
5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay 8
5.6 True-Up Mechanism 8
5.7 Preliminary Assessment Roll 11

6.0 Additional Stipulations
6.1 Overview 11

7.0 Appendix
Table 1 12
Table 2 12
Table 3 13
Table 4 13
Table 5 13
Table 6 14

1.0 Introduction

1.1 Purpose

This Preliminary Second Supplemental Special Assessment Methodology Report (the "Second Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated March 28, 2023 and to provide a financing plan and a supplemental special assessment methodology (consistent with the methodology set forth in the Master Report) for the Colbert Landings Community Development District (the “District”) located entirely within the City of Palm Coast, Flagler County, Florida. This Second Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the “Capital Improvement Plan” or “CIP”) contemplated to be provided by the District to support the development of 269 residential units projected to be developed within a designated assessment area within the District (“Phase 2”).

1.2 Scope of the Second Supplemental Report

This Second Supplemental Report presents the projections for financing a portion of the District's Capital Improvement Plan described in the Supplemental Engineer’s Report for Colbert Landings CDD Phase 1 prepared by Gulfstream Design Group, LLC (the “District Engineer”) dated October 24, 2023 (the “First Supplemental Engineer’s Report”) and as described in the Supplemental Engineer’s Report for Colbert Landings CDD Phase 2 prepared by Gulfstream Design Group, LLC dated March 5, 2026 (the “Second Supplemental Engineer’s Report”) (collectively the “Engineer’s Report”), and this Second Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the CIP (such portion is herein referred to as the “Phase 2 Project”).

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Phase 2 Project create special benefits for properties within Phase 2 of the District and general benefits for properties outside of Phase 2 and to the public at large. However, as discussed within this Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within

Phase 2 within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and owners of property outside of Phase 2 will benefit from the provision of the Phase 2 Project. However, these benefits are only incidental since the Phase 2 Project is designed solely to provide special benefits peculiar to property within Phase 2 within the District. Properties outside of Phase 2 are not directly served by the Phase 2 Project and do not depend upon the Phase 2 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which landowners within Phase 2 within the District receive compared to those lying outside of Phase 2.

The Phase 2 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Phase 2 within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Phase 2 within the District to increase by more than the sum of the financed cost of the individual components of the Phase 2 Project. Even though the exact value of the benefits provided by the Phase 2 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Second Supplemental Report

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

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

Section Four discusses the supplemental financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Colbert Landings development, a master planned mixed-use community located entirely within the City of Palm Coast, Flagler County, Florida (the "Development"). The land

within the District consists of approximately 293.31 +/- acres and is generally located east of Interstate 95, west of Colbert Lane, and north of Moody Boulevard. Of the aforementioned acreage, Phase 2 accounts for approximately 44.40 +/- acres.

2.2 The Development Program

The development of Colbert Landings is anticipated to be conducted by Meritage Homes of Florida, Inc. and Taylor Morrison of Florida, Inc., a Florida corporation, or an affiliated entity (together, the "Developer"). Consistent with the Master Methodology and as set forth in the Developer's Joint Development Agreement, lots with a building pad of 45' or below will be treated as a Single-family 50' and lots with a building pad above 45' will be treated as a Single-family 60'. Based upon the information provided by the Developer and the District Engineer, the current development plan anticipates 374 Single-family 50' units and 108 Single-family 60' units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. The Phase 2 Project is anticipated to account for 192 Single-family 50' units and 77 Single-family 60' units within Phase 2. Table 1 in the *Appendix* illustrates the land development plan within the District.

3.0 The CIP

3.1 Overview

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

3.2 The Phase 2 Project

The Phase 2 Project needed to serve Phase 2 within the District is projected to include, without limitation, common area infrastructure, stormwater management, utilities (water, sewer, reuse), lighting, and off-site roadway, and is estimated to total approximately $5,577,015.40, a portion of which will be financed with the proceeds of the herein defined Series 2026 Bonds.

Even though the installation of the improvements that comprise the CIP is projected to occur in multiple stages coinciding with phases of

development within the District, the infrastructure improvements that comprise the CIP – including the Phase 2 Project – will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire District and the improvements will be interrelated such that they will reinforce one another. As a practical matter, this means that master improvements that are part of the Phase 2 Project may be financed by the Series 2026 Bonds and/or a future series of bonds.

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

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District.

The District intends to issue its Special Assessment Bonds, Series 2026 in the estimated principal amount of $5,480,000* (the "Series 2026 Bonds") to fund an estimated $4,791,897.79* in Phase 2 Project costs to be expended serving and supporting the development of the 269 residential units constituting Phase 2, with the balance of the Phase 2 Project costs anticipated to be contributed by the Developer.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Series 2026 Bonds in the total estimated principal amount of $5,480,000* to finance a portion of the Phase 2 Project costs in the total amount estimated at $4,791,897.79*, representing the amount of construction proceeds generated from the issuance of the Series 2026 Bonds (such financed portion being referred to as the “Phase 2 Project Costs”).

The Series 2026 Bonds as projected under this financing plan are structured to be amortized in 30 annual installments with interest payments on the Series 2026 Bonds made every May 1 and November 1, and principal payments on the Bonds made either every May 1 or November 1.

* Preliminary, subject to change.

In order to finance the Phase 2 Project Costs, the District will need to borrow more funds and incur indebtedness in the total amount estimated at $5,480,000*. The difference is comprised of funding a debt service reserve, funding capitalized interest and paying the costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2026 Bonds along with financing assumptions are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026 Bonds provides the District with funds necessary to acquire a portion of the Phase 2 Project outlined in Section 3.2 and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the District. Non-ad valorem special assessments will be levied on the assessable lands within Phase 2 and will secure the Series 2026 Bonds (herein the "Series 2026 Bond Assessments"). The Series 2026 Bond Assessments – which are supported by the special benefits from the Phase 2 Project – will be initially assigned to all lands within Phase 2 within the District. General benefits accrue to areas outside of Phase 2 but are only incidental in nature.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 482 residential units developed in one or more phases, although unit numbers, land use types and phasing may change throughout the development period. Of the aforementioned development plan, the Phase 2 Project is anticipated to account for 269 residential units.

The public infrastructure included in the CIP – including the Phase 2 Project – will comprise an interrelated system of public infrastructure improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. As a practical matter, this means that public improvements that are part of the Phase 2 Project and not financed by the Series 2026 Bonds may be constructed by the Developer or funded by a future series of bonds.

As stated previously, the public infrastructure improvements included in the Phase 2 Project have a logical connection to the special and peculiar benefits received by landowners within Phase 2, as without such improvements, the development of such properties within Phase 2 would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable lands within Phase 2, the District will assign or allocate a portion of the District's debt through the imposition of Series 2026 Bond Assessments, to the lands within Phase 2 receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessments related to the financed cost of constructing the Phase 2 Project.

In following the Master Report, this Second Supplemental Report proposes to allocate the benefit associated with the Phase 2 Project to the different unit types proposed to be developed within Phase 2 in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Phase 2 based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the CIP less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's CIP.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of Phase 2 Project Costs allocated to the various unit types proposed to be developed within Phase 2 based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2026 Bonds, and the approximate costs of the portion of the Phase

2 Project to be contributed by the Developer, as the case may be. With the Series 2026 Bonds funding approximately $4,791,897.79* in costs of the Phase 2 Project, the Developer is anticipated to fund the remaining costs of the Phase 2 Project valued at an estimated cost of $785,117.61* which will not be funded with proceeds of the Series 2026 Bonds.

Finally, Table 6 in the *Appendix* presents the apportionment of the Series 2026 Bond Assessments and also presents the annual levels of the projected Series 2026 Bond Assessments per unit.

Amenities - No Series 2026 Bond Assessments are planned to be allocated herein to any platted amenities or other platted common areas planned for the Development. If owned by a homeowner's association and designated on the applicable plat as a common element for the exclusive benefit of the property owners, the property would not be subject to Series 2026 Bond Assessments. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2026 Bond Assessments and would be open to the general public, subject to District rules and policies.

Governmental Property - If at any time, any portion of the property contained in the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2026 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2026 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Series 2026 Bond Assessments

As all of the land within Phase 2 has been platted according to the intended final use and assigned individual parcel identification numbers by Flagler County, the Series 2026 Bond Assessments will be allocated to each platted parcel within Phase 2 as reflected in Table 6 in the *Appendix*. The 269 residential units within Phase 2 will cumulatively be allocated an estimated $5,480,000* in Series 2026 Bond Assessments.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to assessable properties

* Preliminary, subject to change.

within the District. The Phase 2 Project benefits assessable properties within Phase 2 and accrues to all such assessable properties on an ERU basis.

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

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

The improvements which are part of the Phase 2 Project make the land in Phase 2 developable and saleable and when implemented jointly as parts of the Phase 2 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

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

The apportionment of the Series 2026 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Phase 2 according to reasonable estimates of the special and peculiar benefits derived from the Phase 2 Project as modified by the effects of the developer contribution.

Accordingly, no acre or parcel of property within Phase 2 will be liened for the payment of Series 2026 Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as

set forth in Table 1 in the *Appendix*. At such time as lands are to be re-platted or site plans are to be re-approved, the plat or site plan (either, herein, "Proposed Re-Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Re-Plat within Phase 2 results in the same amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within Phase 2 (i.e., those remaining unplatted developable lands after the Proposed Re-Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted and the remaining property in accordance with this Second Supplemental Report, and cause the Series 2026 Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Re-Plat within Phase 2 results in a greater amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within Phase 2 as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2026 Bond Assessments for all assessed properties within Phase 2, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Re-Plat within Phase 2 results in a lower amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within Phase 2 as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Re-Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Re-Plat, and (ii) the Series 2026 Bond Assessments able to be imposed on the lands subject to the Proposed Re-Plat, after the Proposed Re-Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's methodology consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026 Bond Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within Phase 2, taking into account a Proposed Re-Plat, by reviewing: a) the original, overall development plan showing the

number and type of units reasonably planned for Phase 2, b) the revised, overall development plan showing the number and type of units reasonably planned for Phase 2, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within Phase 2, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026 Bond Assessments to pay debt service on the Series 2026 Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Re-Plat within Phase 2, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Re-Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026 Bonds to the Quarterly Redemption Date (as defined in the supplemental indenture) that occurs at least 45 days after the True-Up Payment (or the second succeeding Quarterly Redemption Date if such True-Up Payment is made within forty-five (45) calendar days before a Quarterly Redemption Date.

All Series 2026 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Phase 2, any unallocated Series 2026 Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

Series 2026 Bond Assessments in the estimated amount of $5,480,000*, plus interest and collection costs, are proposed to be levied over the area described in Exhibit "A". The Series 2026 Bond Assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Second Supplemental Report. For additional information on the Series 2026 Bond structure and related items, please refer to the Offering Statement associated with this transaction.

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

* Preliminary, subject to change

7.0 Appendix

Table 1

Colbert Landings

Community Development District

Development Plan

Unit Type*	Total Number of Units
Single-Family 50'	192
Single-Family 60'	77
Total	**269**

*Please note that units with building pads up to 45' are considered a Single-Family 50' unit and units withbuilding pads greater than 45' are considered Single-Family 60' units.

Product Type	Total Number of Units
Meritage Homes	
Building Pad < or = 45'	111
Building Pad > 45'	18
	129
Taylor Morrison	
Building Pad < or = 45'	81
Building Pad > 45'	59
	140

Table 2

Colbert Landings

Community Development District

Capital Improvement Program

Improvement		Total Costs
Common Area Infrastructure	$	2,214,870.60
Stormwater Management	$	510,062.54
Utilities (Water, Sewer, Reuse)	$	2,054,034.79
Lighting	$	185,264.71
Off-site Roadway	$	612,782.76
Total	**$**	**5,577,015.40**

Table 3

Colbert Landings

Community Development District

Preliminary Sources and Uses of Funds

	Series 2026
Sources	
Bond Proceeds:	
Par Amount	$5,480,000.00
Total Sources	**$5,480,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$4,791,897.79
Other Fund Deposits:	
Debt Service Reserve Fund	$193,818.60
Capitalized Interest Fund	$184,683.61
Delivery Date Expenses:	
Costs of Issuance	$309,600.00
Total Uses	**$5,480,000.00**

Financing Assumptions

Average Coupon Rate: 5.75%
Capitalized Interest Period: 7 months
Term: 30 Years
Underwriter's Discount: 2%
Cost of Issuance: $200,000

Table 4

Colbert Landings

Community Development District

Benefit Allocation

Unit Type	Number of Units	ERU per Unit	Total ERU	Percent of Total
Single-Family 50'	192	1.00	192.00	67.51%
Single-Family 60'	77	1.20	92.40	32.49%
Total	**269**		**284.40**	**100.00%**

Table 5

Colbert Landings

Community Development District

Cost Allocation of CIP

Unit Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with Series 2026 Bonds	Infrastructure Funded with Proceeds of Future Bonds and/or Contributed by the Developer*
Single-Family 50'	$3,765,073.69	$3,235,036.48	$530,037.21
Single-Family 60'	$1,811,941.71	$1,556,861.31	$255,080.41
Total	**$5,577,015.40**	**$4,791,897.79**	**$785,117.61**

* Can be funded with proceeds of future bonds

Table 6

Colbert Landings

Community Development District

Series 2026 Assessment Apportionment

Unit Type	Total Number of Units	Total Cost Allocation*	Total Series 2026 Bond Assessment Apportionment	Series 2026 Bond Assessment Apportionment per Unit	Annual Series 2026 Bond Assessment Debt Service per Unit - paid in March**
Single-Family 50'	192	$3,765,073.69	$3,699,578.06	$19,268.64	$1,450.00
Single-Family 60'	77	$1,811,941.71	$1,780,421.94	$23,122.36	$1,740.00
Total	269	**$5,577,015.40**	**$5,480,000.00**		

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

** Includes county collection costs of 2% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

Exhibit "A"

Lot #	Product Type	Builder	Assessment
1	Single-family 50'	Meritage	$19,268.64
2	Single-family 50'	Meritage	$19,268.64
3	Single-family 50'	Meritage	$19,268.64
4	Single-family 50'	Meritage	$19,268.64
5	Single-family 50'	Meritage	$19,268.64
6	Single-family 60'	Meritage	$23,122.36
7	Single-family 50'	Meritage	$19,268.64
8	Single-family 50'	Meritage	$19,268.64
9	Single-family 50'	Meritage	$19,268.64
10	Single-family 50'	Meritage	$19,268.64
11	Single-family 50'	Meritage	$19,268.64
12	Single-family 60'	Meritage	$23,122.36
13	Single-family 50'	Meritage	$19,268.64
14	Single-family 50'	Meritage	$19,268.64
15	Single-family 50'	Meritage	$19,268.64
16	Single-family 50'	Meritage	$19,268.64
17	Single-family 50'	Meritage	$19,268.64
18	Single-family 50'	Meritage	$19,268.64
19	Single-family 50'	Meritage	$19,268.64
20	Single-family 50'	Meritage	$19,268.64
21	Single-family 60'	Meritage	$23,122.36
22	Single-family 50'	Meritage	$19,268.64
23	Single-family 50'	Meritage	$19,268.64
24	Single-family 50'	Meritage	$19,268.64
25	Single-family 50'	Meritage	$19,268.64
26	Single-family 50'	Meritage	$19,268.64
27	Single-family 50'	Meritage	$19,268.64
28	Single-family 50'	Meritage	$19,268.64
29	Single-family 50'	Meritage	$19,268.64
30	Single-family 50'	Meritage	$19,268.64
31	Single-family 50'	Meritage	$19,268.64
32	Single-family 50'	Meritage	$19,268.64
33	Single-family 50'	Meritage	$19,268.64
34	Single-family 50'	Meritage	$19,268.64
35	Single-family 50'	Meritage	$19,268.64
36	Single-family 50'	Meritage	$19,268.64
37	Single-family 50'	Meritage	$19,268.64
38	Single-family 50'	Meritage	$19,268.64
39	Single-family 50'	Meritage	$19,268.64
40	Single-family 50'	Meritage	$19,268.64
41	Single-family 60'	Meritage	$23,122.36
42	Single-family 50'	Meritage	$19,268.64
43	Single-family 60'	Meritage	$23,122.36
44	Single-family 50'	Meritage	$19,268.64
45	Single-family 50'	Meritage	$19,268.64
46	Single-family 50'	Meritage	$19,268.64

Exhibit "A"

47	Single-family 50'	Meritage	$19,268.64
48	Single-family 50'	Meritage	$19,268.64
49	Single-family 50'	Meritage	$19,268.64
50	Single-family 50'	Meritage	$19,268.64
51	Single-family 50'	Meritage	$19,268.64
52	Single-family 50'	Meritage	$19,268.64
53	Single-family 50'	Meritage	$19,268.64
54	Single-family 50'	Meritage	$19,268.64
55	Single-family 50'	Meritage	$19,268.64
56	Single-family 60'	Meritage	$23,122.36
57	Single-family 50'	Meritage	$19,268.64
58	Single-family 50'	Meritage	$19,268.64
59	Single-family 50'	Meritage	$19,268.64
60	Single-family 50'	Meritage	$19,268.64
61	Single-family 50'	Meritage	$19,268.64
62	Single-family 50'	Meritage	$19,268.64
63	Single-family 50'	Meritage	$19,268.64
64	Single-family 50'	Meritage	$19,268.64
65	Single-family 50'	Meritage	$19,268.64
66	Single-family 50'	Meritage	$19,268.64
67	Single-family 60'	Meritage	$23,122.36
68	Single-family 60'	Meritage	$23,122.36
69	Single-family 60'	Meritage	$23,122.36
70	Single-family 50'	Meritage	$19,268.64
71	Single-family 50'	Meritage	$19,268.64
72	Single-family 50'	Meritage	$19,268.64
73	Single-family 60'	Meritage	$23,122.36
74	Single-family 60'	Meritage	$23,122.36
75	Single-family 50'	Meritage	$19,268.64
76	Single-family 50'	Meritage	$19,268.64
77	Single-family 50'	Meritage	$19,268.64
78	Single-family 50'	Meritage	$19,268.64
79	Single-family 50'	Meritage	$19,268.64
80	Single-family 50'	Meritage	$19,268.64
81	Single-family 60'	Meritage	$23,122.36
82	Single-family 60'	Meritage	$23,122.36
83	Single-family 50'	Meritage	$19,268.64
84	Single-family 50'	Meritage	$19,268.64
85	Single-family 50'	Meritage	$19,268.64
86	Single-family 50'	Meritage	$19,268.64
87	Single-family 50'	Meritage	$19,268.64
88	Single-family 60'	Meritage	$23,122.36
89	Single-family 50'	Meritage	$19,268.64
90	Single-family 50'	Meritage	$19,268.64
91	Single-family 50'	Meritage	$19,268.64
92	Single-family 50'	Meritage	$19,268.64
93	Single-family 50'	Meritage	$19,268.64

Exhibit "A"

94	Single-family 60'	Meritage	$23,122.36
95	Single-family 50'	Meritage	$19,268.64
96	Single-family 50'	Meritage	$19,268.64
97	Single-family 60'	Meritage	$23,122.36
98	Single-family 50'	Meritage	$19,268.64
99	Single-family 50'	Meritage	$19,268.64
100	Single-family 50'	Meritage	$19,268.64
101	Single-family 50'	Meritage	$19,268.64
102	Single-family 50'	Meritage	$19,268.64
103	Single-family 50'	Meritage	$19,268.64
104	Single-family 50'	Meritage	$19,268.64
105	Single-family 50'	Meritage	$19,268.64
106	Single-family 50'	Meritage	$19,268.64
107	Single-family 60'	Meritage	$23,122.36
108	Single-family 60'	Meritage	$23,122.36
109	Single-family 50'	Meritage	$19,268.64
110	Single-family 50'	Meritage	$19,268.64
111	Single-family 50'	Meritage	$19,268.64
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113	Single-family 50'	Meritage	$19,268.64
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123	Single-family 50'	Meritage	$19,268.64
124	Single-family 50'	Meritage	$19,268.64
125	Single-family 50'	Meritage	$19,268.64
126	Single-family 50'	Meritage	$19,268.64
127	Single-family 50'	Meritage	$19,268.64
128	Single-family 50'	Meritage	$19,268.64
129	Single-family 50'	Meritage	$19,268.64
130	Single-family 60'	Taylor Morrison	$23,122.36
131	Single-family 50'	Taylor Morrison	$19,268.64
132	Single-family 50'	Taylor Morrison	$19,268.64
133	Single-family 50'	Taylor Morrison	$19,268.64
134	Single-family 50'	Taylor Morrison	$19,268.64
135	Single-family 50'	Taylor Morrison	$19,268.64
136	Single-family 50'	Taylor Morrison	$19,268.64
137	Single-family 50'	Taylor Morrison	$19,268.64
138	Single-family 50'	Taylor Morrison	$19,268.64
139	Single-family 60'	Taylor Morrison	$23,122.36
140	Single-family 50'	Taylor Morrison	$19,268.64

Exhibit "A"

141	Single-family 50'	Taylor Morrison	$19,268.64
142	Single-family 50'	Taylor Morrison	$19,268.64
143	Single-family 50'	Taylor Morrison	$19,268.64
144	Single-family 50'	Taylor Morrison	$19,268.64
145	Single-family 60'	Taylor Morrison	$23,122.36
146	Single-family 50'	Taylor Morrison	$19,268.64
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151	Single-family 50'	Taylor Morrison	$19,268.64
152	Single-family 50'	Taylor Morrison	$19,268.64
153	Single-family 50'	Taylor Morrison	$19,268.64
154	Single-family 60'	Taylor Morrison	$23,122.36
155	Single-family 60'	Taylor Morrison	$23,122.36
156	Single-family 60'	Taylor Morrison	$23,122.36
157	Single-family 60'	Taylor Morrison	$23,122.36
158	Single-family 50'	Taylor Morrison	$19,268.64
159	Single-family 50'	Taylor Morrison	$19,268.64
160	Single-family 50'	Taylor Morrison	$19,268.64
161	Single-family 50'	Taylor Morrison	$19,268.64
162	Single-family 50'	Taylor Morrison	$19,268.64
163	Single-family 50'	Taylor Morrison	$19,268.64
164	Single-family 50'	Taylor Morrison	$19,268.64
165	Single-family 50'	Taylor Morrison	$19,268.64
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169	Single-family 50'	Taylor Morrison	$19,268.64
170	Single-family 50'	Taylor Morrison	$19,268.64
171	Single-family 50'	Taylor Morrison	$19,268.64
172	Single-family 50'	Taylor Morrison	$19,268.64
173	Single-family 50'	Taylor Morrison	$19,268.64
174	Single-family 60'	Taylor Morrison	$23,122.36
175	Single-family 60'	Taylor Morrison	$23,122.36
176	Single-family 50'	Taylor Morrison	$19,268.64
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180	Single-family 60'	Taylor Morrison	$23,122.36
181	Single-family 50'	Taylor Morrison	$19,268.64
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183	Single-family 60'	Taylor Morrison	$23,122.36
184	Single-family 60'	Taylor Morrison	$23,122.36
185	Single-family 50'	Taylor Morrison	$19,268.64
186	Single-family 50'	Taylor Morrison	$19,268.64
187	Single-family 60'	Taylor Morrison	$23,122.36

Exhibit "A"

188	Single-family 60'	Taylor Morrison	$23,122.36
189	Single-family 50'	Taylor Morrison	$19,268.64
190	Single-family 50'	Taylor Morrison	$19,268.64
191	Single-family 50'	Taylor Morrison	$19,268.64
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193	Single-family 50'	Taylor Morrison	$19,268.64
194	Single-family 50'	Taylor Morrison	$19,268.64
195	Single-family 60'	Taylor Morrison	$23,122.36
196	Single-family 60'	Taylor Morrison	$23,122.36
197	Single-family 60'	Taylor Morrison	$23,122.36
198	Single-family 50'	Taylor Morrison	$19,268.64
199	Single-family 50'	Taylor Morrison	$19,268.64
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201	Single-family 50'	Taylor Morrison	$19,268.64
202	Single-family 50'	Taylor Morrison	$19,268.64
203	Single-family 50'	Taylor Morrison	$19,268.64
204	Single-family 50'	Taylor Morrison	$19,268.64
205	Single-family 50'	Taylor Morrison	$19,268.64
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223	Single-family 50'	Taylor Morrison	$19,268.64
224	Single-family 50'	Taylor Morrison	$19,268.64
225	Single-family 50'	Taylor Morrison	$19,268.64
226	Single-family 50'	Taylor Morrison	$19,268.64
227	Single-family 50'	Taylor Morrison	$19,268.64
228	Single-family 60'	Taylor Morrison	$23,122.36
229	Single-family 60'	Taylor Morrison	$23,122.36
230	Single-family 60'	Taylor Morrison	$23,122.36
231	Single-family 60'	Taylor Morrison	$23,122.36
232	Single-family 60'	Taylor Morrison	$23,122.36
233	Single-family 60'	Taylor Morrison	$23,122.36
234	Single-family 60'	Taylor Morrison	$23,122.36

Exhibit "A"

235	Single-family 60'	Taylor Morrison	$23,122.36
236	Single-family 60'	Taylor Morrison	$23,122.36
237	Single-family 60'	Taylor Morrison	$23,122.36
238	Single-family 60'	Taylor Morrison	$23,122.36
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242	Single-family 60'	Taylor Morrison	$23,122.36
243	Single-family 60'	Taylor Morrison	$23,122.36
244	Single-family 60'	Taylor Morrison	$23,122.36
245	Single-family 60'	Taylor Morrison	$23,122.36
246	Single-family 60'	Taylor Morrison	$23,122.36
247	Single-family 60'	Taylor Morrison	$23,122.36
248	Single-family 60'	Taylor Morrison	$23,122.36
249	Single-family 60'	Taylor Morrison	$23,122.36
250	Single-family 60'	Taylor Morrison	$23,122.36
251	Single-family 60'	Taylor Morrison	$23,122.36
252	Single-family 60'	Taylor Morrison	$23,122.36
253	Single-family 60'	Taylor Morrison	$23,122.36
254	Single-family 60'	Taylor Morrison	$23,122.36
255	Single-family 60'	Taylor Morrison	$23,122.36
256	Single-family 60'	Taylor Morrison	$23,122.36
257	Single-family 60'	Taylor Morrison	$23,122.36
258	Single-family 60'	Taylor Morrison	$23,122.36
259	Single-family 60'	Taylor Morrison	$23,122.36
260	Single-family 60'	Taylor Morrison	$23,122.36
261	Single-family 60'	Taylor Morrison	$23,122.36
262	Single-family 60'	Taylor Morrison	$23,122.36
263	Single-family 60'	Taylor Morrison	$23,122.36
264	Single-family 60'	Taylor Morrison	$23,122.36
265	Single-family 60'	Taylor Morrison	$23,122.36
266	Single-family 60'	Taylor Morrison	$23,122.36
267	Single-family 60'	Taylor Morrison	$23,122.36
268	Single-family 60'	Taylor Morrison	$23,122.36
269	Single-family 60'	Taylor Morrison	$23,122.36
TOTAL			**$5,480,000.00**

COLBERT LANDINGS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $6,500,000 AGGREGATE PRINCIPAL AMOUNT OF ITS COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (ASSESSMENT AREA THREE), IN ONE OR MORE SERIES (THE "SERIES 2026 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2026 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2026 BONDS; APPOINTING AN UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2026 BONDS AND AWARDING THE SERIES 2026 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2026 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF CONTINUING DISCLOSURE AGREEMENTS FOR THE SERIES 2026 BOND AND THE APPOINTMENT OF A DISSEMINATION AGENT; PROVIDING FOR THE APPLICATION OF SERIES 2026 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2026 BONDS; MAKING CERTAIN DECLARATIONS; APPOINTING A TRUSTEE; PROVIDING FOR THE REGISTRATION OF THE SERIES 2026 BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Colbert Landings Community Development District (the "District") is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"); and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the planning, design, acquisition and/or construction of certain improvements pursuant to the Act; and

WHEREAS, pursuant to Resolution No. 2023-26 adopted by the Board of Supervisors of the District (the "Board") on March 28, 2023 (the "Master Bond Resolution"), the District has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed $57,370,000 (the "Bonds"), to be issued in one or more Series of Bonds as authorized under a Master Trust Indenture (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Bonds were validated by final judgment of the Circuit Court of the Seventh Judicial Circuit of the State of Florida, in and for Flagler County, Florida on June 22, 2023, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the District has determined to issue its Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three), in one or more Series (the "Series 2026 Bonds"), for the purpose, among others, of financing a portion of the Costs of the acquisition, construction and installation of assessable capital improvements for the District more particularly described in the Colbert Landings Community Development District Supplemental Engineer's Report prepared by Gulfstream Design Group, LLC (the "2026 Engineer's Report" and the improvements set forth therein, the "Phase 2 Project"); and

WHEREAS, a portion of the Phase 2 Project shall be constructed by Meritage Homes of Florida, Inc. ("Meritage"), and a portion of the Phase 2 Project shall be constructed by Taylor Morrison of Florida, Inc. ("Taylor Morrison"); and

WHEREAS, the Series 2026 Bonds shall constitute a Series of Bonds authorized by the Master Bond Resolution; and

WHEREAS, there has been submitted for approval with respect to the issuance and sale of the Series 2026 Bonds:

(i) a form of Third Supplemental Trust Indenture ("Third Supplement" and, together with the Master Indenture, the "2026 Indenture"), between the Trustee and the District attached hereto as composite **Exhibit A**;

(ii) a form of Bond Purchase Contract with respect to the Series 2026 Bonds between MBS Capital Markets, LLC and the District attached hereto as **Exhibit B** (the "Purchase Contract"), together with the form of disclosure statements attached to the Purchase Contract in accordance with Section 218.385, *Florida Statutes*;

(iii) a form of Preliminary Limited Offering Memorandum attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum");

(iv) a form of Continuing Disclosure Agreement by and among the District, Meritage and Wrathell, Hunt and Associates, LLC, as dissemination agent (the "Dissemination Agent") and a form of Continuing Disclosure Agreement by and among the District, Taylor Morrison and

the Dissemination Agent, each attached hereto as composite **Exhibit D** (together, the "Continuing Disclosure Agreements"); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Colbert Landings Community Development District, as follows:

Section 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed to them in the Indenture.

Section 2. Authorization, Designation and Principal Amount of the Series 2026 Bonds. There are hereby authorized and directed to be issued the Series 2026 Bonds, in the aggregate principal amount of not to exceed $6,500,000, for the purposes, among others, of providing funds for the payment of all or a portion of the Costs of the Phase 2 Project. The purchase price of the Series 2026 Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2026 Bonds as set forth in the 2026 Indenture and the Limited Offering Memorandum (as defined below).

Section 3. Designation of Attesting Members. The Chair and the Secretary of the Board, or in the case of the absence of either or the inability to act of either, the Vice Chair or Assistant Secretaries and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as it appears on the Series 2026 Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2026 Bonds and in connection with the application of the proceeds thereof.

Section 4. Details of the Series 2026 Bonds. The District hereby determines that the Series 2026 Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Indenture.

Section 5. Trust Indenture. The District hereby approves and authorizes the execution by the Chair and any Designated Member and the delivery of the Third Supplement in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Third Supplement attached hereto.

Section 6. Appointment of Underwriter; Negotiated Sale. MBS Capital Markets, LLC is hereby appointed the underwriter of the Series 2026 Bonds (the "Underwriter"). The Series 2026 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2026 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interest of the District and is necessitated by, in general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Series 2026 Bonds and the institutional market for unrated securities such as the Series 2026 Bonds, it is

desirable to sell the Series 2026 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters; (ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2026 Bonds, it is in the best interests of the District to sell the Series 2026 Bonds by a negotiated sale; (iii) the Underwriter has participated in structuring the issuance of the Series 2026 Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and (iv) the District will not be adversely affected if the Series 2026 Bonds are not sold pursuant to a competitive sale.

Section 7. Purchase Contract.

(i) The District hereby approves the form of the Purchase Contract submitted by the Underwriter and attached as **Exhibit B** hereto, and the sale of the Series 2026 Bonds by the District upon the terms and conditions to be set forth in the Purchase Contract and in compliance with (ii) below. Provided the provisions of subparagraph (ii) have been complied with, the Chair or a Designated Member is each hereby authorized, acting individually, to execute the Purchase Contract and to deliver the Purchase Contract to the Underwriter. The Purchase Contract shall be in substantially the form of the Purchase Contract attached hereto as **Exhibit B** with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385, *Florida Statutes*, will be delivered to the District prior to the execution of the Purchase Contract, a copy of which is attached as an exhibit to the Purchase Contract. Execution by the Chair or a Designated Member of the Purchase Contract shall be deemed to be conclusive evidence of approval of such changes;

(ii) Prior to the execution of the Purchase Contract, the Chair shall have received a written offer to purchase the Series 2026 Bonds by the Underwriter substantially in the form of the Purchase Contract, said offer to provide for, among other things, (A) the issuance of not exceeding $6,500,000 initial aggregate principal amount of Series 2026 Bonds at an average net interest cost rate of not to exceed the rate computed by adding 300 basis points to the Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Series 2026 Bonds are sold, (B) an underwriter's discount of not more than 2.00% of the par amount of the Series 2026 Bonds, exclusive of any original issue discount or premium, and (C) the final maturity of the Series 2026 Bonds shall not be later than May 1, 2056, or as provided by law.

Section 8. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby authorizes and approves the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** in connection with the limited offering for sale of the Series 2026 Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2026 Bonds, and upon such award, to deliver the same to the

Underwriter for use by it in connection with the sale and distribution of the Series 2026 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Designated Member as necessary to conform to the details of the Series 2026 Bonds, the Purchase Contract and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair or Designated Member shall constitute evidence of the approval thereof by the District. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2026 Bonds. The District hereby authorizes the Chair or a Designated Member to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions, all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), and to execute a certificate in that regard.

Section 9. Continuing Disclosure. The District does hereby authorize and approve the execution and delivery of the Continuing Disclosure Agreements by the Chair or a Designated Member substantially in the forms presented to this meeting and attached hereto as composite **Exhibit D**. The Continuing Disclosure Agreements are being executed by the District in order to assist the Underwriter in complying with the Rule. Wrathell, Hunt and Associates, LLC is hereby appointed as the initial Dissemination Agent to perform the duties required under the Continuing Disclosure Agreements.

Section 10. Appointment of Trustee. U.S. Bank Trust Company, National Association is hereby appointed to serve as Trustee, Paying Agent and Bond Registrar under the Indenture.

Section 11. Open Meetings. It is found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of the Board and that all deliberations of the members of the Board which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

Section 12. Further Official Action; Ratification of Prior and Subsequent Acts. The Chair, the Vice Chair, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2026 Bonds, any documents required in connection with implementation of a book-entry system of registration, any agreements with Meritage or Taylor Morrison and any agreements in connection with maintaining the exclusion of interest on the Series 2026 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chair, the Vice Chair or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the

District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chair or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2026 Bonds. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2026 Bonds. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 14. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 15. Engineer's Report. The Board hereby approves the 2026 Engineer's Report and also authorizes further revisions and supplements to the Engineer's Report with respect to the marketing and sale of the Series 2026 Bonds relating to the Phase 2 Project.

Section 16. Assessment Methodology Report. The Board hereby approves the Second Supplemental Assessment Methodology Report dated March 5, 2026 (the "2026 Assessment Report") and authorizes further modifications and supplements to the 2026 Assessment Report to conform such report to the marketing and sale of the Series 2026 Bonds, provided that any such modifications do not materially adversely affect the interests of the bondholders.

Section 17. Ratification of Master Bond Resolution. Except to the extent hereby modified, the Master Bond Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 18. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED in Public Session of the Board of Supervisors of Colbert Landings Community Development District, this 5th day of March, 2026.

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____
Chair, Board of Supervisors

_____
Secretary/Assistant Secretary, Board of Supervisors

EXHIBIT A

FORM OF THIRD SUPPLEMENT

THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of March 1, 2026

$_____
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(ASSESSMENT AREA THREE)

TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of this Third Supplemental Trust Indenture.

ARTICLE I

DEFINITIONS

Section 101. Definitions 4

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2026 BONDS

Section 201. Authorization of Series 2026 Bonds; Book-Entry Only Form 7
Section 202. Terms 9
Section 203. Dating and Interest Accrual 9
Section 204. Denominations 9
Section 205. Paying Agent 9
Section 206. Bond Registrar 9
Section 207. Conditions Precedent to Issuance of Series 2026 Bonds 9

ARTICLE III

REDEMPTION OF SERIES 2026 BONDS

Section 301. Bonds Subject to Redemption; Notice of Redemption 10

ARTICLE IV

DEPOSIT OF SERIES 2026 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts 10
Section 402. Use of Series 2026 Bond Proceeds 11
Section 403. Series 2026 Acquisition and Construction Accounts and Series 2026 Capitalized Interest Account 11
Section 404. Costs of Issuance Account 12
Section 405. Series 2026 Reserve Account 13
Section 406. Amortization Installments 14
Section 407. Tax Covenants and Rebate Account 14

Section 408. Series 2026 Revenue Account; Application of Revenues and Investment Earnings 14

ARTICLE V

CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee 16
Section 502. Limitation of Trustee's Responsibility 16
Section 503. Trustee's Duties 17

ARTICLE VI

ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments 17

ARTICLE VII

MISCELLANEOUS

Section 701. Confirmation of Master Indenture 17
Section 702. Continuing Disclosure Agreement 17
Section 703. Collection of Assessments 18
Section 704. Requisite Owners for Direction or Consent 18
Section 705. Owner Direction and Consent with Respect to Series 2026 Acquisition and Construction Accounts Upon Occurrence of Event of Default 18
Section 706. Additional Covenant Regarding Assessments 19
Section 707. Assignment of District's Rights Under Collateral Assignments 19
Section 708. Enforcement of Completion Agreements 19

Exhibit A – Supplemental Engineer's Report for Phase 2
Exhibit B – Form of Series 2026 Bonds

THIRD SUPPLEMENTAL
TRUST INDENTURE

THIS THIRD SUPPLEMENTAL TRUST INDENTURE (this "Third Supplemental Indenture") is dated as of March 1, 2026, between **COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee (the "Trustee"), a national banking association authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

WHEREAS, pursuant to Resolution No. 2023-26 adopted by the Governing Body of the District on March 28, 2023 (the "Master Bond Resolution"), the District has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed $57,370,000 (the "Bonds"), to be issued in one or more Series of Bonds as authorized under the Master Trust Indenture dated as of November 1, 2023, between the District and the Trustee (the "Master Indenture"), which Bonds were validated by final judgment of the Circuit Court of the Seventh Judicial Circuit of the State of Florida, in and for Flagler County, Florida on June 22, 2023, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2023-25, on March 28, 2023, providing for the acquisition, construction and installation of assessable capital improvements more particularly described in the Engineer's Report for the Colbert Landings Community Development District dated March 28, 2023, prepared by Gulfstream Design Group, LLC (the "Capital Improvement Plan"), providing estimated Costs of the Capital Improvement Plan, defining assessable property to be benefited by the Capital Improvement Plan, defining the portion of the Costs of the Capital Improvement Plan with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the costs of the acquisition, construction and installation of the Capital Improvement Plan, and the Governing Body of the District duly adopted Resolution No. 2023-28, on May 11, 2023, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property, which Resolution was supplemented by Resolution No. 2026-__ conforming the Series 2026 Assessments (hereinafter defined) to the final pricing of the Series 2026 Bonds (hereinafter defined); and

WHEREAS, on November 22, 2023, the District issued its $2,060,000 Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2023-1 (Assessment Area One) (the "Series 2023-1 Bonds") and its $1,915,000 Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2023-2 (Assessment Area Two) (the "Series 2023-2 Bonds"), which are separately secured and issued as a separate Series of Bonds under the Master Indenture; and

WHEREAS, pursuant to Resolution No. 2023-26, adopted by the Governing Body of the District on March 28, 2023, as amended and supplemented by Resolution No. 2026-__ adopted March 5, 2026, the District has authorized the issuance, sale and delivery of its $_____ Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds") which are issued hereunder as a Series of Bonds under, and as defined in, the Master Indenture, and has reaffirmed the Master Indenture and authorized the execution and delivery of this Third Supplemental Indenture to secure the issuance of the Series 2026 Bonds and to set forth the terms of the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds constitute a Series of Bonds as authorized by the Master Bond Resolution; and

WHEREAS, the District will apply the proceeds of the Series 2026 Bonds to: (i) finance a portion of the Cost of the second phase ("Phase 2 Project") of the Capital Improvement Plan; (ii) pay certain costs associated with the issuance of the Series 2026 Bonds; (iii) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, without privilege or priority of one Series 2026 Bond over another; and (iv) pay the interest to become due on the Series 2026 Bonds through November 1, 2026; and

WHEREAS, the Series 2026 Bonds will be payable from and secured by Assessments imposed, levied and collected by the District with respect to property specially benefited by the Phase 2 Project (the "Series 2026 Assessments"), which, together with the Series 2026 Pledged Funds (hereinafter defined) will comprise the Trust Estate securing the Series 2026 Bonds (the "Series 2026 Trust Estate"), which shall constitute a "Series Trust Estate" as defined in the Master Indenture; and

WHEREAS, the execution and delivery of the Series 2026 Bonds and of this Third Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2026 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Third Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2026 Trust Estate have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS THIRD SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2026 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2026 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and such other payments due under any Letter of Credit Agreement or Liquidity Agreement (as

defined in the Master Indenture), and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Third Supplemental Indenture and in the Series 2026 Bonds: (a) has executed and delivered this Third Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture the revenues received by the District from the Series 2026 Assessments (the "Series 2026 Pledged Revenues") and the Funds and Accounts (except for the Series 2026 Rebate Account) established hereby (the "Series 2026 Pledged Funds") which shall comprise a part of the Series 2026 Trust Estate;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2026 Bonds issued or to be issued under and secured by this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2026 Bond over any other Series 2026 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2026 Bonds or any Series 2026 Bond of a particular maturity issued, secured and Outstanding under this Third Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2026 Bonds and this Third Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Third Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Third Supplemental Indenture, then upon such final payments, this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2026 Bonds or any Series 2026 Bond of a particular maturity, otherwise this Third Supplemental Indenture shall remain in full force and effect;

THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2026 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations,

covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Third Supplemental Indenture), including this Third Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2026 Bonds, as follows:

ARTICLE I
DEFINITIONS

Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"***Acquisition Agreements***" shall mean, collectively, the *Agreement By and Between the Colbert Landings Community Development District and Meritage Homes of Florida, Inc. Regarding the Acquisition of Work Product, Improvements & Real Property*, dated as of [closing date] and the *Agreement By and Between the Colbert Landings Community Development District and Taylor Morrison of Florida, Inc. Regarding the Acquisition of Work Product, Improvements & Real Property*, dated as of [closing date].

"***Assessment Methodology***" shall mean, collectively, the Master Special Assessment Methodology Report dated March 28, 2023 (the "Master Assessment Report"), as supplemented by the Final Second Supplemental Special Assessment Methodology Report dated March __, 2026, each prepared by Wrathell, Hunt and Associates, LLC, as the District's Assessment Consultant.

"***Authorized Denomination***" shall mean, with respect to the Series 2026 Bonds, $5,000 or any integral multiple thereof; provided however, that the Series 2026 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of $100,000 and integral multiples of Authorized Denominations in excess of $100,000.

"***Bond Depository***" shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

"***Bond Participants***" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Bonds as securities depository.

"***Capital Improvement Plan***" shall mean the program of assessable capital improvements established by the District and more particularly described in the Engineer's Report for the Colbert Landings Community Development District dated March 28, 2023, prepared by

Gulfstream Design Group, LLC, as amended from time to time, including as supplemented by the Supplemental Engineer's Report for Phase 2 attached hereto as Exhibit A.

"***Collateral Assignments***" shall mean, collectively, the *Collateral Assignment and Assumption of Development Rights* dated as of [closing date], by *Meritage Homes of Florida, Inc.* in favor of the District and the *Collateral Assignment and Assumption of Development Rights* dated as of [closing date], by *Taylor Morrison of Florida, Inc.* in favor of the District.

["Completion Agreements" shall mean, collectively the *Agreement By and Between the Colbert Landings Community Development District and Meritage Homes of Florida, Inc. Regarding the Completion of Certain Improvements*, dated as of [closing date] and the *Agreement By and Between the Colbert Landings Community Development District and Taylor Morrison of Florida, Inc. Regarding the Completion of Certain Improvements*, dated as of [closing date].]

"Declarations of Consent" shall mean, collectively, the *Declarations of Consent to Jurisdiction of the Colbert Landings Community Development District and to Imposition of Special Assessments (Assessment Area Three)* dated [closing date], by Meritage Homes of Florida, Inc., and the *Declarations of Consent to Jurisdiction of the Colbert Landings Community Development District and to Imposition of Special Assessments (Assessment Area Three)* dated [closing date], by Taylor Morrison of Florida, Inc.

"Delinquent Assessment Interest" shall mean Series 2026 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2026 Assessment Interest has, or would have, become delinquent under State law applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2026 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2026 Assessment Principal has, or would have, become delinquent under State law applicable thereto.

"Delinquent Assessments" shall mean Delinquent Assessment Principal and Delinquent Assessment Interest.

"DTC" shall mean The Depository Trust Company, New York, New York.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2026.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Third Supplemental Indenture.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1.

"Pro Rata" shall mean a calculation performed based on the respective deposits to the Series 2026 Acquisition and Construction Accounts as directed by Sections 402(c) and 402(d), herein.

"Reserve Account Release Conditions" shall mean, collectively, that (i) all residential units/homes subject to the Series 2026 Assessments have been built, sold and closed with end-users, (ii) all Series 2026 Assessments are being collected pursuant to the Uniform Method, and (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2026 Bonds. The District shall provide a written certification to the Trustee certifying that the events in clauses (i) and (ii) have occurred and affirming clause (iii), on which certifications the Trustee may conclusively rely (collectively, the "Reserve Release Certifications").

"Series 2026 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2026 Assessments which include Resolution Nos. 2023-25, 2023-28 and 2026-[__], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2026 Assessments and the Assessment Methodology as approved thereby.

"Series 2026 Assessments" shall mean the principal and interest of Series 2026 Assessments received by the District which correspond to the principal of and interest on the Series 2026 Bonds.

"Series 2026 Assessment Interest" shall mean the interest on the Series 2026 Assessments which is pledged to the Series 2026 Bonds.

"Series 2026 Assessment Principal" shall mean the principal amount of Series 2026 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2026 Bonds, other than applicable Delinquent Assessment Principal and Series 2026 Prepayment Principal.

"Series 2026 Pledged Funds" shall mean all of the Funds and Accounts created hereby with the Trustee, including the subaccounts therein, other than the Series 2026 Rebate Account in the Rebate Fund.

"Series 2026 Pledged Revenues" shall mean all revenues received by the District from the Series 2026 Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2026 Bonds.

"Series 2026 Prepayment Principal" shall mean the excess amount of Series 2026 Assessment Principal received by the District over the Series 2026 Assessment Principal included within a Series 2026 Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2026 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2026

Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2026 Reserve Account Requirement" shall mean, until such time as the Reserve Account Release Conditions are met, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds as of the time of any such calculation. Upon receipt by the Trustee of the Reserve Release Certifications and thereafter, the Series 2026 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds as of the time of any such calculation. Excess amounts on deposit in the Series 2026 Reserve Account as a result of the Reserve Account Release Conditions having been met shall be transferred as provided in Section 405 hereof. On the date of initial issuance of the Series 2026 Bonds, the Series 2026 Reserve Account Requirement shall be $[reserve requirement], which amount equals fifty percent (50%) of the Maximum Annual Debt Service Requirement for the Series 2026 Bonds.

"Substantially Absorbed" shall mean the date on which the principal amount of the Series 2026 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2026 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

"Underwriter" shall mean MBS Capital Markets, LLC.

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2026 BONDS

Authorization of Series 2026 Bonds; Book-Entry Only Form. The Series 2026 Bonds are hereby authorized to be issued for the purposes enumerated in the recitals hereto in one Series designated "$_____ Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three)." The Series 2026 Bonds shall be substantially in the form set forth as Exhibit B to this Third Supplemental Indenture. Each Series 2026 Bond shall bear the designation "2026-R-__" and shall be numbered consecutively from 1 upwards.

The Series 2026 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2026 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2026 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2026 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding

sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2026 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2026 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2026 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2026 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2026 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2026 Bond, for the purpose of registering transfers with respect to such Series 2026 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2026 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2026 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2026 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Third Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2026 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2026 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository can be found which is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2026 Bonds shall designate, in accordance with the provisions hereof.

Terms. The Series 2026 Bonds shall be issued as [four (4)] Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

Principal Amount	Maturity Date	Interest Rate

Dating and Interest Accrual. Each Series 2026 Bond shall be dated [closing date]. Each Series 2026 Bond also shall bear its date of authentication. Each Series 2026 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2026 Bond has been paid, in which event such Series 2026 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2026 Bonds, in which event, such Series 2026 Bond shall bear interest from [closing date]. Interest on the Series 2026 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2026, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Denominations. The Series 2026 Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2026 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of $100,000 and integral multiples of Authorized Denominations in excess of $100,000.

Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2026 Bonds.

Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2026 Bonds.

Conditions Precedent to Issuance of Series 2026 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2026 Bonds, all the Series 2026 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Series 2026 Assessment Proceedings;

(b) Executed copies of the Master Indenture and this Third Supplemental Indenture;

(c) A customary Bond Counsel opinion;

(d) The District Counsel opinion required by the Master Indenture;

(e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2026 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture;

(f) A certificate of the Consulting Engineer which sets forth certain matters with respect to the Phase 2 Project, including confirmation that the Phase 2 Project is designed to serve the lands subject to the Series 2026 Assessments;

(g) A copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and

(h) Executed copies of the Declarations of Consent, Acquisition Agreements, Collateral Assignments, and Completion Agreements.

Payment to the Trustee of $[_____] upon the initial issuance of the Series 2026 Bonds shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

ARTICLE III
REDEMPTION OF SERIES 2026 BONDS

Bonds Subject to Redemption; Notice of Redemption. The Series 2026 Bonds are subject to redemption prior to maturity as provided in the respective forms thereof set forth as Exhibit B to this Third Supplemental Indenture. Interest on Series 2026 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2026 Interest Account or Series 2026 Revenue Account to the extent monies in the Series 2026 Interest Account are insufficient for such purpose.

Notice of redemption shall be given as provided in the Master Indenture. Notwithstanding the foregoing, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

ARTICLE IV
DEPOSIT OF SERIES 2026 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Establishment of Accounts. There are hereby established, as needed, the following Funds and Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2026-1 Acquisition and Construction Account (Meritage Homes of

Florida, Inc.); (ii) a Series 2026-2 Acquisition and Construction Account (Taylor Morrison of Florida, Inc.); and (iii) a Series 2026 Costs of Issuance Account.

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2026 Debt Service Account and therein a Series 2026 Sinking Fund Account, a Series 2026 Interest Account, and a Series 2026 Capitalized Interest Account; and (ii) a Series 2026 Redemption Account, and, therein a Series 2026 Prepayment Subaccount, and a Series 2026 Optional Redemption Subaccount;

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2026 Reserve Account, which Series 2026 Reserve Account shall be held for the benefit of all Series 2026 Bonds, without distinction as to Series 2026 Bonds, and without privilege or priority of one Series 2026 Bond over another;

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2026 Revenue Account; and

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2026 Rebate Account.

Use of Series 2026 Bond Proceeds. The net proceeds of the sale of the Series 2026 Bonds, in the amount of $_____ (consisting of $_____ aggregate principal amount of Series 2026 Bonds less Underwriter's discount in the amount of $_____), shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) $[reserve requirement] representing the Series 2026 Reserve Account Requirement at the time of issuance of the Series 2026 Bonds, shall be deposited to the Series 2026 Reserve Account;

(b) $_____ representing the costs of issuance relating to the Series 2026 Bonds, shall be deposited to the credit of the Series 2026 Costs of Issuance Account;

(c) $_____ representing interest on the Series 2026 Bonds through November 1, 2026, shall be deposited to the credit of the Series 2026 Capitalized Interest Account;

(d) $_____ shall be deposited to the credit of the Series 2026-1 Acquisition and Construction Account (Meritage Homes of Florida, Inc.); and

(e) $_____ shall be deposited to the credit of the Series 2026-2 Acquisition and Construction Account (Taylor Morrison of Florida, Inc.).

Series 2026 Acquisition and Construction Accounts and Series 2026 Capitalized Interest Account. (a) Amounts on deposit in the Series 2026-1 Acquisition and Construction Account (Meritage Homes of Florida, Inc.) or the Series 2026-2 Acquisition and Construction

Account (Taylor Morrison of Florida, Inc.) (together, the "Series 2026 Acquisition and Construction Accounts") shall be applied to pay Costs of the Phase 2 Project allocable to the respective developer upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and the form attached as Exhibit A to the Master Indenture, including identification of which Series 2026 Acquisition and Construction Account shall be applied to the requisition. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted hereunder. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Phase 2 Project, and any balance remaining in the Series 2026 Acquisition and Construction Accounts (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Phase 2 Project which are required to be reserved in the Series 2026 Acquisition and Construction Accounts in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be deposited to the Series 2026 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2026 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2026 Bonds set forth as Exhibit B hereto. Notwithstanding the foregoing, the District shall not establish a Date of Completion for the Phase 2 Project until after the Reserve Account Release Conditions have been satisfied and all moneys that have been transferred from the Series 2026 Reserve Account into the Series 2026 Acquisition and Construction Accounts as a result of such satisfaction pursuant to Section 405 hereof have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of the amount needed to complete the Phase 2 Project. At such time as there are no amounts on deposit in the Series 2026 Acquisition and Construction Accounts and either the Reserve Account Release Conditions have been met or the Date of Completion of the Phase 2 Project has been established, the Series 2026 Acquisition and Construction Accounts shall be closed.

(b) Amounts on deposit in the Series 2026 Capitalized Interest Account shall, until and including November 1, 2026, be transferred into the Series 2026 Interest Account and applied to the payment of interest first coming due on the Series 2026 Bonds, and following November 1, 2026, shall be transferred into the Series 2026 Acquisition and Construction Accounts, on a pro rata basis, whereupon the Series 2026 Capitalized Interest Account shall be closed.

Costs of Issuance Account. The amount deposited in the Series 2026 Costs of Issuance Account shall, at the written direction of an Authorized Officer of the District, be used to pay the costs of issuance relating to the Series 2026 Bonds. On the date of issuance of the Series 2026 Bonds, initial costs of issuance shall be paid pursuant to the instructions in the closing memorandum prepared by the Underwriter and signed by an Authorized Officer of the District. On the earlier to occur of: (x) the written direction of an Authorized Officer of the District or (y) six (6) months from the date of issuance of the Series 2026 Bonds, any amounts deposited in the Series 2026 Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2026 Acquisition and Construction Accounts, on a pro rata basis,

and used for the purposes permitted therefor, whereupon the Series 2026 Costs of Issuance Account shall be closed.

Series 2026 Reserve Account. The Series 2026 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2026 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2026 Reserve Account shall be used only for the purpose of making payments into the Series 2026 Interest Account and the Series 2026 Sinking Fund Account to pay Debt Service on the Series 2026 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2026 Reserve Account shall consist only of cash and Investment Obligations.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is hereby authorized and directed to (a) recalculate the Series 2026 Reserve Account Requirement taking into account any Series 2026 Prepayment Principal on deposit in the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account and whether or not the Reserve Account Release Conditions have been met and (b) transfer any excess on deposit in the Series 2026 Reserve Account as follows: (i) excess as a result of having met the Reserve Account Release Conditions shall be deposited into the Series 2026 Acquisition and Construction Accounts, on a pro rata basis, to be used for the purposes of such Accounts unless the Series 2026 Acquisition and Construction Accounts have been closed pursuant to Section 403(a) hereof in which case such funds shall be transferred to the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2026 Bonds and (ii) all other surplus monies (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) hereof) shall be deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2026 Bonds.

On the earliest date on which there is on deposit in the Series 2026 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2026 Bonds, together with accrued interest on such Series 2026 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2026 Reserve Account into the Series 2026 Prepayment Subaccount in the Series 2026 Redemption Account to pay and redeem all of the Outstanding Series 2026 Bonds on the earliest date permitted for redemption therein and herein.

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2026 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Amortization Installments. (a) The Amortization Installments established for the Series 2026 Bonds shall be as set forth in the form of Series 2026 Bonds attached hereto.

(b) Upon any redemption of Series 2026 Bonds (other than Series 2026 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2026 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2026 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, and which shall be recalculated by the District, in such manner as shall amortize all the Outstanding Series 2026 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2026 Bonds Amortization Installment.

Tax Covenants and Rebate Account. The District shall comply with the Tax Regulatory Covenants set forth in the tax certificate of the District issued in connection with the issuance of the Series 2026 Bonds, as amended and supplemented from time to time in accordance with their terms.

Series 2026 Revenue Account; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2026 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by this Section 408 or by any other provision of the Master Indenture or this Third Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2026 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2026 Revenue Account the Series 2026 Pledged Revenues other than Series 2026 Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2026 Prepayment Subaccount in the Series 2026 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely on the assumption that, unless otherwise instructed in writing by the District at the time of deposit to the Trustee, Series 2026 Pledged Revenues paid to the Trustee shall be deposited into the Series 2026 Revenue Account, and that Series 2026 Pledged Revenues which the District informs the Trustee constitute Series 2026 Prepayment Principal shall be deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2026 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account, and, if the balance therein is greater than zero, shall transfer from the Series 2026 Revenue Account for deposit into the Series 2026 Prepayment Subaccount, an amount sufficient to increase the amount

on deposit therein to the next highest integral multiple of $5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2026 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2026 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2026 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2026 Bonds set forth in the form of Series 2026 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer: from the Series 2026 Capitalized Interest Account to the Series 2026 Interest Account the lesser of (x) the amount of interest coming due on the Series 2026 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2026 Capitalized Interest Account.

Following the foregoing transfers, on each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2026 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2026 Interest Account of the Series 2026 Debt Service Account, an amount equal to the amount of interest payable on all Series 2026 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2026 Capitalized Interest Account in accordance with Section 408(d) hereof, and less any other amount already on deposit in the Series 2026 Interest Account not previously credited;

SECOND, on May 1, 2027, and each May 1 thereafter, to the Series 2026 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2026 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2026 Sinking Fund Account not previously credited;

THIRD, to the Series 2026 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2026 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Series 2026 Revenue Account.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2026 Revenue Account to the Series 2026 Rebate Account established for the Series 2026 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid to the United States, when due, in accordance with such Tax Regulatory Covenants.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2026 Bonds shall be invested only in Investment Obligations, and further, earnings on the Series 2026 Acquisition and Construction Accounts, the Series 2026 Interest Account, and the Series 2026 Capitalized Interest Account, shall be retained, as realized, in such Accounts and used for the purpose of such Account. Earnings on investments in the Funds and Accounts other than the Series 2026 Reserve Account and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2026 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2026 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2026 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Capitalized Interest Account through November 1, 2026, and, thereafter earnings in the Series 2026 Reserve Account shall be allocated to and deposited into the Series 2026 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2026 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2026 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Reserve Account until the amount on deposit therein is equal to the Series 2026 Reserve Account Requirement, and then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Capitalized Interest Account through November 1, 2026, and, thereafter shall be allocated to and deposited into the Series 2026 Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, if there is a deficiency in the Series 2026 Reserve Account, prior to the deposit of any earnings in the Series 2026 Revenue Account, the amount of such proposed transfer shall instead be deposited into the Series 2026 Reserve Account until the balance on deposit therein is equal to the Series 2026 Reserve Account Requirement.

ARTICLE V
CONCERNING THE TRUSTEE

Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Third Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture.

Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the District or for the

recitals contained herein, all of which are made solely by the District.

Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

ARTICLE VI
ADDITIONAL BONDS

No Parity Bonds; Limitation on Parity Assessments. The District covenants and agrees that other than Refunding Bonds issued to refund the Outstanding Series 2026 Bonds, the District shall not, while any Series 2026 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026 Trust Estate. The District further covenants and agrees that so long as the Series 2026 Bonds are Outstanding, it will not impose debt service Assessments for capital projects on any lands then subject to the Series 2026 Assessments without the written consent of the Majority Owners; provided, however, that such consent shall not be required if the Series 2026 Assessments have been Substantially Absorbed, evidence of which shall be provided by the District to the Trustee in a written certificate upon which the Trustee may conclusively rely. In the absence of its receipt of such certificate, the Trustee may conclusively rely that the Series 2026 Assessments have not been Substantially Absorbed. Notwithstanding the foregoing, nothing herein shall preclude the imposition of Assessments (or the issuance of Bonds secured by such Assessments) on property then subject to the Series 2026 Assessments which the District certifies are necessary for health, safety or welfare reasons; to remediate a natural disaster; for operation and maintenance purposes; or to effect repairs to or replacement of property, facilities or equipment of the District.

ARTICLE VII
MISCELLANEOUS

Confirmation of Master Indenture. As supplemented by this Third Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Third Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Third Supplemental Indenture and to the Series 2026 Bonds issued hereunder. To the extent of any conflict between the Master Indenture and this Third Supplemental Indenture the terms and provisions hereof shall control.

Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an

Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2026 Assessments levied on platted lots and pledged hereunder to secure the Series 2026 Bonds shall be collected pursuant to the "Uniform Method" prescribed by Florida Statutes and Series 2026 Assessments levied on unplatted lots or on platted lots owned by Meritage Homes of Florida, Inc. or Taylor Morrison of Florida, Inc. and pledged hereunder to secure the Series 2026 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default.

(b) All Series 2026 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2026 Assessment shall not be deemed to be Delinquent Assessments unless and until such Series 2026 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

Owner Direction and Consent with Respect to Series 2026 Acquisition and Construction Accounts Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2026 Bonds are payable solely from the Series 2026 Trust Estate which includes the Series 2026 Pledged Funds. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2026 Pledged Funds include, without limitation, all amounts on deposit in the Series 2026 Acquisition and Construction Accounts then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Funds may not be used by the District (whether to pay Costs of the Phase 2 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Phase 2 Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Phase 2 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners (a copy of which shall be supplied to the Trustee by the District), which consent

shall be deemed given if no response is received within sixty (60) days of a request therefor sent in writing to the Owners by the Trustee at the request of the District.

Additional Covenant Regarding Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2026 Assessments, including the Assessment Methodology, and to levy the Series 2026 Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2026 Bonds, when due.

Assignment of District's Rights Under Collateral Assignments. Subject to the terms of the Collateral Assignments, and without intending to alter the same, the District hereby assigns its rights under the Collateral Assignments to the Trustee for the benefit of the Owners, from time to time, of the Series 2026 Bonds.

Enforcement of Completion Agreements. The District, either through its own actions or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreements, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, may, subject to the provisions of Section 912 of the Master Indenture, act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreements upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture if such failure persists after notice and a reasonable opportunity to cure. The Trustee may decline to follow such direction, in its sole discretion, in the absence of compliance and satisfaction of Section 604 of the Master Indenture.

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IN WITNESS WHEREOF, Colbert Landings Community Development District has caused these presents to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized Vice President.

(SEAL)

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____

Chair

ATTEST:

_____

Assistant Secretary

[Signature Page | Third Supplemental Trust Indenture]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

_____

Robert Hedgecock, Vice President

[Signature Page | Third Supplemental Trust Indenture]

EXHIBIT A

SUPPLEMENTAL ENGINEER'S REPORT FOR PHASE 2

See the Supplemental Engineer's Report for Phase 2 dated March 5, 2026, attached as Appendix A to the Limited Offering Memorandum for the Series 2026 Bonds dated March __, 2026.

EXHIBIT B

FORM OF SERIES 2026 BONDS

No. 2026-R-__ **$_____**

United States of America
State of Florida
COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2026
(ASSESSMENT AREA THREE)

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	May 1, 20__	March __, 2026	

Registered Owner: **CEDE & CO.**

Principal Amount: **_____ DOLLARS**

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT (the "District"), a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2026, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than

fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than $1,000,000 in aggregate principal amount of the Series 2026 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "$_____ Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three)" (the "Series 2026 Bonds") issued as a Series under a Master Trust Indenture, dated as of November 1, 2023 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Indenture, dated as of March 1, 2026 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture") (the Series 2026 Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2026 Bonds to: (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements (the "Phase 2 Project"); (ii) pay certain costs associated with the issuance of the Series 2026 Bonds; (iii) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, without privilege or priority of one Series 2026 Bond over another; and (iv) pay a portion of the interest to become due on the Series 2026 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2026 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2026 BONDS.

RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2026 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026 TRUST ESTATE PLEDGED TO THE SERIES 2026 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly the Act, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2026 Bonds are equally and ratably secured by the Series 2026 Trust Estate, without preference or priority of one Series 2026 Bond over another. The District covenants and agrees in the Supplemental Indenture that other than (i) Refunding Bonds issued to refund the Outstanding Series 2026 Bonds, or (ii) Additional Bonds issued in compliance with the provisions of the Indenture, the District shall not, while any Series 2026 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026 Trust Estate. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2026 Bonds are Outstanding, it will not impose debt service Assessments for capital projects on any lands then subject to the Series 2026 Assessments without the written consent of the Majority Owners; provided, however, that such consent shall not be required if the Series 2026 Assessments have been Substantially Absorbed. Notwithstanding the foregoing, nothing in the Indenture precludes the imposition of Assessments (or the issuance of Bonds secured by such Assessments) on property then subject to the Series 2026 Assessments which the District certifies are necessary for health, safety or welfare reasons; to remediate a natural disaster; for operation and maintenance purposes; or to effect repairs to or replacement of property, facilities or equipment of the District.

The Series 2026 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2026 Bonds shall be delivered to the initial purchasers thereof only in minimum aggregate principal amounts of $100,000 and integral multiples of Authorized Denominations in excess of $100,000, and subsequent transfers may occur in Authorized Denominations of $5,000 subject to a minimum holding requirement of $5,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond

Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2026 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 2037, at the Redemption Price of the principal amount of the Series 2026 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2026 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	**Amortization Installment**	**May 1 of the Year**	**Amortization Installment**

* Final maturity

The Series 2026 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	**Amortization Installment**	**May 1 of the Year**	**Amortization Installment**

* Final maturity

The Series 2026 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

The Series 2026 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

As more particularly set forth in the Indenture, any Series 2026 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2026 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2026 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2026 Bonds as set forth in the Supplemental Indenture.

The Series 2026 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner

determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Phase 2 Project, by application of moneys transferred from the Series 2026 Acquisition and Construction Accounts in the Acquisition and Construction Fund established under the Indenture to the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2026 Prepayment Principal, required by the Indenture to be deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account; or

(c) from amounts transferred to the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account resulting from a reduction in the Series 2026 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2026 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2026 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2026 Bonds shall be called for redemption, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

Notice of each redemption of Series 2026 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2026 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2026 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2026 Bonds or such portions thereof on such date, interest on such Series 2026 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2026 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2026 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2026 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2026 Bonds as to the Series 2026 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have

been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

IN WITNESS WHEREOF, Colbert Landings Community Development District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Assistant Secretary to the Board of Supervisors.

(SEAL)

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____

Chair, Board of Supervisors

ATTEST:

_____

Assistant Secretary

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Seventh Judicial Circuit of the State of Florida, in and for Flagler County, Florida rendered on June 22, 2023.

_____

Chair, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

Date of Authentication:

_____

_____

Robert Hedgecock, Vice President

ABBREVIATIONS FOR SERIES 2026 BONDS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform Transfer to Minors Act _____ (Cust.) (Minor)
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT FOR SERIES 2026 BONDS

For value received, the undersigned hereby sells, assigns and transfers unto

_____ within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

EXHIBIT B

FORM OF PURCHASE CONTRACT

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
(City of Palm Coast, Florida)

$[Bond Amount] Special Assessment Revenue Bonds, Series 2026
(Assessment Area Three)

[BPA Date]

BOND PURCHASE AGREEMENT

Colbert Landings Community Development District
City of Palm Coast, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement ("Purchase Agreement") with the Colbert Landings Community Development District (the "District"). This offer is made subject to written acceptance hereof by the District at or before 11:59 p.m., New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the District at any time prior to the acceptance hereof by the District. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum or in the Indenture, as applicable, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its $[Bond Amount] Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds"). The Series 2026 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2026 Bonds is payable semi-annually on May 1 and November 1 each year, commencing May 1, 2026. The purchase price for the Series 2026 Bonds shall be $[PP] (representing the aggregate par amount of the Series 2026 Bonds of $[Bond Amount].00, [less/plus] [net] original issue [discount/premium] of $[OID/OIP] and less an Underwriter's discount of $[UD]).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. The Series 2026 Bonds. The Series 2026 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and Ordinance No. 2023-2, enacted by the City Council of the City of Palm Coast, Florida, on March 7, 2023 (the "Ordinance"). The District was established for the purpose, among other things, of financing and managing the acquisition, construction, installation,

maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the District. The Series 2026 Bonds are being issued pursuant to the Act, a Master Trust Indenture, dated as of November 1, 2023 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Indenture, dated as of March 1, 2026, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), and Resolution Nos. 2023-26 and 2026-[__], adopted by the Board of Supervisors of the District (the "Board") on March 28, 2023 and March [5], 2026, respectively (collectively, the "Bond Resolution"), authorizing the issuance of the Series 2026 Bonds. The Series 2026 Assessments comprising the Series 2026 Pledged Revenues have been levied by the District on the lands within the District specially benefited by the Phase 2 Project pursuant to Resolution No. 2023-25 adopted by the Board on March 28, 2023, Resolution No. 2023-28 adopted by the Board on May 11, 2023 and Resolution No. 2026-[__] adopted by the Board on March [5], 2026 (collectively, the "Assessment Resolutions").

Consistent with the requirements of the Indenture and the Act, the Series 2026 Bonds are being issued to (a) finance a portion of the Cost of the Phase 2 Project, (b) pay certain costs associated with the issuance of the Series 2026 Bonds, (c) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, without privilege or priority of one Series 2026 Bond over another, and (d) pay the interest to become due on the Series 2026 Bonds through November 1, 2026.

The principal and interest on the Series 2026 Bonds are payable from and secured by the Series 2026 Trust Estate, which includes the Series 2026 Pledged Revenues and the Series 2026 Pledged Funds. The Series 2026 Pledged Revenues consist primarily of the revenues received by the District from the Series 2026 Assessments levied against certain lands in the District that are subject to assessment as a result of the Phase 2 Project or any portion thereof. The Series 2026 Pledged Funds include all of the Funds and Accounts (except for the Series 2026 Rebate Account) established by the Indenture.

At the time of issuance of the Series 2026 Bonds, the District, Meritage Homes of Florida, Inc., a Florida corporation ("Meritage Homes"), and/or Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison" and, together with Meritage Homes, the "Developers"), will enter into:

(a) the Continuing Disclosure Agreement (the "Disclosure Agreement") among the District, the Developers, and Wrathell, Hunt & Associates, LLC (the "Dissemination Agent"), dated as of the date of Closing (hereinafter defined);

(b) the [True Up Agreement] (the "Meritage Homes True Up Agreement") between the District and Meritage Homes, dated as of the date of Closing;

(c) the [True Up Agreement] (the "Taylor Morrison True Up Agreement") between the District and Taylor Morrison, dated as of the date of Closing;

(d) the [Collateral Assignment] (the "Meritage Homes Collateral Assignment") between the District and Meritage Homes, dated as of the date of Closing;

(e) the [Collateral Assignment] (the "Taylor Morrison Collateral Assignment") between the District and Taylor Morrison, dated as of the date of Closing;

(f) the [Completion Agreement] (the "Meritage Homes Completion Agreement") between the District and Meritage Homes, dated as of the date of Closing;

(g) the [Completion Agreement] (the "Taylor Morrison Completion Agreement") between the District and Taylor Morrison, dated as of the date of Closing;

(h) the [Acquisition Agreement] (the "Meritage Homes Acquisition Agreement") between the District and Meritage Homes, dated as of the date of Closing;

(i) the [Acquisition Agreement] (the "Taylor Morrison Acquisition Agreement") between the District and Taylor Morrison, dated as of the date of Closing;

(j) the [Declaration of Consent to Jurisdiction] (the "Meritage Homes Declaration of Consent") by Meritage Homes, dated as of the date of Closing; and

(k) the [Declaration of Consent to Jurisdiction] (the "Taylor Morrison Declaration of Consent") by Taylor Morrison, dated as of the date of Closing.

For purposes hereof, this Purchase Agreement, the Indenture, the Disclosure Agreement, the Meritage Homes True Up Agreement, the Taylor Morrison True Up Agreement, the Meritage Homes Collateral Assignment, the Taylor Morrison Collateral Assignment, the Meritage Homes Completion Agreement, the Taylor Morrison Completion Agreement, the Meritage Homes Acquisition Agreement, the Taylor Morrison Acquisition Agreement, the Meritage Homes Declaration of Consent and the Taylor Morrison Declaration of Consent, are referred to herein collectively as the "Financing Documents."

3. Delivery of Limited Offering Memorandum and Other Documents.

(a) Prior to the date hereof, the District provided to the Underwriter for its review the Preliminary Limited Offering Memorandum, dated [PLOM Date] (the "Preliminary Limited Offering Memorandum"), that the District deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule") in connection with the pricing of the Series 2026 Bonds. The District hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(b) The District shall deliver, or cause to be delivered, at its expense, to the Underwriter, within seven (7) business days after the date hereof, or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least one (1) business day prior to the date of Closing, or within such other period as the Underwriter may inform the District which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer, sufficient copies of the final Limited Offering Memorandum (the "Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of the State of Florida

(the "State") and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the District are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the District as shall be sufficient to enable the Underwriter to comply with the requirements of the SEC Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under State and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The District authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2026 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2026 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (1) ninety (90) days from the "end of the underwriting period" (as defined in the SEC Rule), or (2) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the District has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter and if, in the reasonable opinion of the District or the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the District, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2026 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The District will promptly notify the Underwriter of the occurrence of any event of which it has knowledge which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2026 Bonds are hereinafter included within the term "Limited Offering Memorandum."

4. **Authority of the Underwriter**. The Underwriter is duly authorized to execute this Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any "person" or "affiliate" has been on the "convicted vendor list" during the past 36 months, as all such terms are defined in Section 287.133, Florida Statutes.

5. **Offering and Sale of Series 2026 Bonds**. The Underwriter agrees to make a bona fide limited offering to "accredited investors" representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Series 2026 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A attached

hereto; provided, however, that the Underwriter may (a) offer and sell the Series 2026 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A attached hereto, or (b) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2026 Bonds. The Underwriter agrees to assist the District in establishing the issue price as provided in Section 20 hereof.

The District hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2026 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such limited public offering and sale.

6. District Representations, Warranties, Covenants and Agreements. The District represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of Closing:

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State, with full legal right, power and authority to (1) impose, levy and collect the Series 2026 Assessments in the manner described in the Limited Offering Memorandum, (2) issue the Series 2026 Bonds for the purposes for which they are to be issued, as described in the Limited Offering Memorandum, (3) secure the Series 2026 Bonds as provided by the Indenture, (4) enter into the Financing Documents to which it is a party, (5) carry out and consummate all of the transactions contemplated by the Bond Resolution, the Assessment Resolutions and the Financing Documents to which it is a party, and (6) undertake the completion of the Phase 2 Project.

(b) The District has complied and will at Closing be in compliance in all respects with the Bond Resolution, the Assessment Resolutions, the Act, and the Constitution and laws of the State in all matters relating to the Financing Documents and the Series 2026 Bonds, and the imposition, levy and collection of the Series 2026 Assessments.

(c) The District has, or by Closing will have, duly authorized and approved (1) the execution and delivery, or adoption, as the case may be, and performance of the Bond Resolution, the Assessment Resolutions, the Financing Documents to which it is a party, the Series 2026 Assessments and the Series 2026 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Series 2026 Assessments, the Series 2026 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents to which the District is a party constitutes, or will constitute at Closing, a legally valid and binding obligation of the District enforceable in accordance with its terms and, upon due authorization, execution and

delivery thereof by the parties thereto, will constitute a legally valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Series 2026 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legally valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2026 Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Series 2026 Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2026 Trust Estate pledged to the Series 2026 Bonds, subject only to the provisions of the Indenture permitting the application of such Series 2026 Trust Estate for the purposes and on the terms and conditions set forth in the Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be obtained or made simultaneously with the issuance of the Series 2026 Bonds, is required to be obtained or made by the District in connection with the issuance and sale of the Series 2026 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under, the Financing Documents to which it is a party and the Series 2026 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) Other than as disclosed in the Limited Offering Memorandum, the District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States, the Financing Documents to which it is a party, the Series 2026 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument except as otherwise stated herein.

(i) The execution and delivery by the District of the Financing Documents, the Series 2026 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2026 Bonds, or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Series 2026 Bonds, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2026 Bonds, the Financing Documents to which it is a party, the Series 2026 Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2026 Bonds, (6) the exemption under the Act of the Series 2026 Bonds and the interest thereon from taxation imposed by the State, (7) the legality of investment in the Series 2026 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2026 Bonds, or (9) the collection of the Series 2026 Assessments and the pledge thereof under the Indenture to pay the principal, premium, if any, or interest on the Series 2026 Bonds.

(k) The District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2026 Trust Estate pledged to the Series 2026 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2026 Bonds.

(l) Between the date of this Purchase Agreement and the date of Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Purchase Agreement nor any statement, certificate, document or exhibit furnished or to be furnished by the District pursuant to this Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company, the Underwriter, or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPERS," "TAX

MATTERS," "LITIGATION – Developers," "CONTINUING DISCLOSURE – Developers' Continuing Compliance," and "UNDERWRITING."

(o) Except as disclosed in the Limited Offering Memorandum, the District is not in default and has not been in default at any time after December 31, 1975, as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. The Closing. At 12:00 noon, New York time, on [Closing Date], or at such earlier or later time or date to which the District and the Underwriter may mutually agree, the District will, subject to the terms and conditions hereof, deliver the Series 2026 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2026 Bonds as set forth in Section 1 hereof (such delivery of and payment for the Series 2026 Bonds is herein called the "Closing"). The District shall cause CUSIP identification numbers to be printed on the Series 2026 Bonds, but neither the failure to print such number on any Series 2026 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2026 Bonds in accordance with the terms of this Purchase Agreement. The Closing shall occur at the offices of the District, or such other place to which the District and the Underwriter shall have mutually agreed. The Series 2026 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as Nominee of The Depository Trust Company ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Bond Registrar to retain possession of the Series 2026 Bonds.

8. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties, covenants and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of Closing. Accordingly, the Underwriter's obligations under this Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2026 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Series 2026 Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance

of the Series 2026 Bonds all such action as in the reasonable opinion of Bond Counsel shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to which it is a party to be performed at or prior to the Closing, and (5) the Series 2026 Bonds shall have been duly authorized, executed, authenticated and delivered; and

(c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) the Bond Resolution and Assessment Resolutions, certified by authorized officers of the District under its seal as true and correct copies and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(2) the Master Indenture and Supplemental Indenture;

(3) the Limited Offering Memorandum, and any amendments or supplements thereto;

(4) a certificate of the District, dated the date of Closing, signed on its behalf by the Chair or Vice Chair and the Secretary or an Assistant Secretary of its Board of Supervisors, in substantially the form attached hereto as Exhibit C;

(5) an opinion, dated the date of Closing, of Greenberg Traurig, P.A., Tallahassee, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(6) a supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (A) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to it, (B) the Series 2026 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (C) Bond Counsel has reviewed (i) the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2026 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system) and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" (other than the portions thereof captioned "Agreements for Assignment of Development Rights," "Completion Agreements" and "True-Up Agreements") and is of the opinion that insofar as such statements purport to summarize certain provisions of the Series 2026 Bonds and the Indenture, such

statements are accurate summaries of the provisions purported to be summarized therein, and (ii) the information contained in the Limited Offering Memorandum under the section captioned "TAX MATTERS" and believes that such information is accurate;

(7) an opinion, dated the date of Closing, of Kilinski | Van Wyk PLLC, Tallahassee, Florida, District Counsel, in substantially the form attached hereto as Exhibit D;

(8) an opinion, dated the date of Closing, of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

(9) an opinion, dated the date of Closing and addressed to the Underwriter and the District, of counsel to the Trustee, in form and substance acceptable to the Underwriter and the District and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

(10) a certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2026 Bonds will be used in a manner that would cause the Series 2026 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(11) specimen Series 2026 Bonds;

(12) executed Financing Documents;

(13) the executed Letter of Representations between the District and DTC;

(14) the Master Special Assessment Methodology Report, dated March 28, 2023, and the Final Second Supplemental Special Assessment Methodology Report, dated on or about the date hereof, each prepared by the Assessment Consultant;

(15) a certificate of the Assessment Consultant, in substantially the form attached hereto as Exhibit E;

(16) the Engineer's Report for the Colbert Landings Community Development District, dated March 28, 2023, and the Supplemental Engineer's Report for Colbert Landings CDD Phase 2, dated March 5, 2026, each prepared by the Consulting Engineer;

(17) a certificate of the Consulting Engineer, in substantially the form attached hereto as Exhibit F;

(18) a certificate of the District Manager and Dissemination Agent, in substantially the form attached hereto as Exhibit G;

(19) a certificate of Meritage Homes, in substantially the form attached hereto as Exhibit H and an opinion of counsel to Meritage Homes in substantially the form attached hereto as Exhibit I;

(20) a certificate of Taylor Morrison, in substantially the form attached hereto as Exhibit J and an opinion of counsel to Taylor Morrison in substantially the form attached hereto as Exhibit K.

(21) evidence of compliance with the requirements of Section 189.051 and Section 215.84, Florida Statutes;

(22) the final judgment and certificate of no appeal; and

(23) such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2026 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the date of Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payment for, the Series 2026 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2026 Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2026 Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder; provided, however, that the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Purchase Agreement by written notice to the District in the event that between the date hereof and the date of Closing:

(a) the marketability of the Series 2026 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by (1) an

amendment to the Constitution of the United States, (2) any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (A) enacted or adopted by the United States, (B) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (C) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, (3) any decision of any court of the United States, (4) any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, (5) a release or announcement or communication issued or sent by the Treasury Department of the United States or the Internal Revenue Service, or (6) any comparable legislative, judicial or administrative development affecting the federal tax status of the District, its property or income, obligations of the general character of the Series 2026 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulation shall be introduced in, or be enacted or adopted in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2026 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2026 Bonds to be purchased by it; or

(c) any amendment to the Limited Offering Memorandum is proposed by the District or deemed necessary by Bond Counsel or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2026 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2026 Bonds to be purchased by it; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2026 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission (the "SEC") which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2026 Bonds to be registered under the Securities Act of 1933, as amended (the "1933 Act"), or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the SEC or any other

governmental authority having jurisdiction of the subject matter of the Series 2026 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the District to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2026 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2026 Bonds is or would be in violation of any of the federal securities laws at Closing, including the 1933 Act, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the 1939 Act, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of either the Series 2026 Bonds as contemplated hereby, or of obligations of the general character of the Series 2026 Bonds; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the District or proceedings under the federal or State bankruptcy laws shall have been instituted by the District, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect the market price or the marketability of the Series 2026 Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Series 2026 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or State authorities which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2026 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2026 Bonds to be purchased by it; or

(i) any national securities exchange or any governmental authority shall impose, as to the Series 2026 Bonds or obligations of the general character of the Series 2026 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2026 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2026 Bonds to be purchased by it; or

(j) legal action shall have been filed against the District wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2026 Bonds, the Bond Resolution, the Assessment Resolutions or any of the Financing Documents; provided, however, that as to any such litigation, the District may request and the Underwriter may accept an opinion by Bond Counsel, or other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the District's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the

information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of the same by the District, the District fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2026 Bonds or the contemplated offering prices thereof and upon the receipt of notice of the same by the District, the District fails to promptly amend or supplement the Limited Offering Memorandum; or

(n) the Internal Revenue Service makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Internal Revenue Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2026 Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2026 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, (2) the fees and disbursements of Bond Counsel, District Counsel, Underwriter's Counsel, Wrathell, Hunt & Associates, LLC, as Assessment Consultant, Gulfstream Design Group, LLC, as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager and the Dissemination Agent, (3) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture, and (4) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2026 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale, and (2) out-of-pocket expenses and advertising incurred by it in connection with their offering and distribution of the Series 2026 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed or otherwise delivered to:

The Underwriter:	MBS Capital Markets, LLC 152 Lincoln Avenue Winter Park, Florida 32789 Attn: Brett Sealy
The District:	Colbert Landings Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: Daniel Rom
Copy to District Counsel:	Kilinski | Van Wyk PLLC 517 East College Avenue Tallahassee, Florida 32301 Attn: Jennifer Kilinski, Esq.

12. Parties in Interest. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assignees of the District or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigations made by or on behalf of the Underwriter, (b) the delivery of and payment for the Series 2026 Bonds pursuant to this Purchase Agreement, or (c) any termination of this Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

13. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion.

14. Effectiveness. This Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chair and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as a net original and all of which shall constitute one and the same document.

16. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

17. Florida Law Governs. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State.

18. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The District is proposing to issue $[Bond Amount].00 of its Series 2026 Bonds for the purposes described in Section 2 hereof. This obligation is expected to be repaid over a period of approximately [30] years[; however, in no event shall there be more than thirty (30) principal installments]. At a true interest cost of approximately [TIC]%, total interest paid over the life of the obligation will be $[_____].

(b) The sources of repayment for the Series 2026 Bonds are the Series 2026 Pledged Revenues and the Series 2026 Pledged Funds (as described in Section 2 hereof). Authorizing this obligation will result in an average of approximately $[_____] not being available to finance other services of the District every year for approximately [30] years; provided however, that in the event that the Series 2026 Bonds were not issued, the District would not be entitled to impose and collect the Series 2026 Assessments in the amount of the principal of and interest to be paid on the Series 2026 Bonds.

19. No Advisory or Fiduciary Role. The District acknowledges and agrees that (a) the purchase and sale of the Series 2026 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor, as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2026 Bonds, (e) the Underwriter has financial and other interests that differ from those of the District, and (f) the District has received the Underwriter's G-17 Disclosure Letter.

20. Establishment of Issue Price.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit L, with such modifications as may be appropriate or necessary, in the reasonable judgment of the

Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds.

(b) Except as otherwise set forth in Exhibit A attached hereto, the District will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Series 2026 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Series 2026 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2026 Bonds of that maturity or until all Series 2026 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2026 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2026 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026 Bonds, the Underwriter will neither offer nor sell unsold Series 2026 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5^{th}) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Series 2026 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026 Bonds to the public);

(3) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Purchase Agreement by all parties.

[Remainder of Page Intentionally Left Blank]

21. **Entire Agreement**. This Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the District or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By:_____
Brett Sealy, Managing Partner

Accepted by:

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

By:_____
Martha Schiffer, Chair,
Board of Supervisors

EXHIBIT A

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS†

The purchase price for the Series 2026 Bonds shall be $[PP] (representing the $[Bond Amount].00 aggregate principal amount of the Series 2026 Bonds, [less/plus] [net] original issue [discount/premium] of $[OID/OIP] and less an Underwriter's discount of $[UD]).

Maturity Date	Principal Amount	Interest Rate	Yield	Price	CUSIP†
*					
*					
*					

* Represents maturity for which 10% test has been met as of sale date.
† The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[__], at the Redemption Price of the principal amount of the Series 2026 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

As more particularly set forth in the Indenture, any Series 2026 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2026 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2026 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2026 Bonds as set forth in the Supplemental Indenture.

Extraordinary Mandatory Redemption. The Series 2026 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Phase 2 Project, by application of moneys transferred from the Series 2026 Acquisition and Construction Accounts in the Acquisition and Construction Fund established under the Indenture to the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2026 Prepayment Principal, required by the Indenture to be deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account; or

(c) from amounts transferred to the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account resulting from a reduction in the Series 2026 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2026 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2026 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2026 Bonds shall be called for redemption, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

EXHIBIT B

$[Bond Amount] Colbert Landings Community Development District
Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three)

DISCLOSURE STATEMENT

[BPA Date]

Colbert Landings Community Development District
Palm Coast, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2026 Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the Series 2026 Bonds pursuant to a Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), between the Underwriter and Colbert Landings Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Series 2026 Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is $[_____] (approximately [___]%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2026 Bonds is $[_____]. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2026 Bonds.

(d) The components of the Underwriter's discount are as follows:

	Per $1,000	
Management Fee		
Takedown		
Expenses		

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Series 2026 Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By:_____
Brett Sealy, Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses	
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
Total	

EXHIBIT C

FORM OF CERTIFICATE OF DISTRICT

[Closing Date]

The undersigned, as Chair of, and Assistant Secretary to, the Board of Supervisors (the "Board") of Colbert Landings Community Development District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(4) of the Bond Purchase Agreement, dated [BPA Date], between the District and the Underwriter (the "Purchase Agreement") in connection with the issuance by the District of its $[Bond Amount] Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds"), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement):

1. Martha Schiffer is the duly appointed and acting Chair of, and Daniel Rom is a duly appointed and acting Assistant Secretary to, the Board, authorized by resolution of the Board pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board:

Name	Term Expires November
Martha Schiffer*	2028
Michael Owens†	2028
Rose Bock	2026
Megan Germino*	2026
Cecil Camacho	2026

* Affiliate or employee of Meritage Homes of Florida, Inc.
† Affiliate or employee of Taylor Morrison of Florida, Inc.

3. The following named persons are the only designated, elected or appointed, qualified and acting officers of the Board, holding the office of appointment set forth opposite their names, respectively:

Name	Title
Martha Schiffer	Chair
Michael Owens	Vice Chair
Rose Bock	Assistant Secretary
Megan Germino	Assistant Secretary
Cecil Camacho	Assistant Secretary
Craig Wrathell	Secretary/Treasurer
Daniel Rom	Assistant Secretary
Jeffrey Pinder	Assistant Treasurer

Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board holding the office set forth opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

4. The seal, an impression of which appears below, is the only proper and official seal of the District.

5. At duly called and held meetings of the Board on March 28, 2023 and March [5], 2026, the Board duly adopted Resolution Nos. 2023-26 and 2026-[__], respectively (collectively, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

6. At duly called and held meetings of the Board on March 28, 2023, May 11, 2023 and March [5], 2026, the Board duly adopted Resolution Nos. 2023-25, 2023-28 and 2026-[__], respectively (collectively, the "Assessment Resolution"), which Assessment Resolution remains in full force and effect on the date hereof.

7. The above referenced meetings of the Board at which the Bond Resolution and Assessment Resolution were adopted were duly called in accordance with applicable law and at said meetings a quorum was present and acted throughout. All meetings of the Board at which the Board considered any matters related to the Bond Resolution, the Assessment Resolution, the Indenture, the Series 2026 Bonds or any documents related to the issuance of the Series 2026 Bonds have been open to the public and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes, and all laws amendatory thereof and supplementary thereto.

8. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes, related to the imposition, levy, collection and enforcement of the Series 2026 Assessments.

9. Upon authentication and delivery of the Series 2026 Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolution or the Indenture.

10. Each of the representations and warranties made by the District in the Purchase Agreement is true and accurate on and as of this date.

11. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Series 2026 Bonds pursuant to the Purchase Agreement, the Bond Resolution, the Assessment Resolution and the Indenture.

12. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material or adverse change has occurred in the business, properties, other assets or financial position of the District or results of operations of the District, and to the best of our knowledge, the District has not, since the date of the Limited Offering

Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

13. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system, or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPERS," "TAX MATTERS," "LITIGATION – Developers," "CONTINUING DISCLOSURE – Developers' Continuing Compliance," and "UNDERWRITING." Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

14. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or to the knowledge of the District threatened in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2026 Bonds or the imposition, levy and collection of the Series 2026 Assessments or the pledge thereof to the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds, (b) questioning or affecting the validity of any provision of the Series 2026 Bonds, the Bond Resolution, the Assessment Resolution, the Financing Documents or the Series 2026 Assessments, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Series 2026 Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State, (e) contesting or affecting the Series 2026 Assessments or the Phase 2 Project, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Series 2026 Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Series 2026 Bonds and the interest thereon under State law or the legality for investment therein.

15. To the best of our knowledge, the interest rates on the Series 2026 Bonds are in compliance with the requirements of Section 215.84(3), Florida Statutes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have executed this certificate and affixed the official seal of the District as of the date set forth above.

(SEAL)

By:_____
Martha Schiffer, Chair, Board of Supervisors
Colbert Landings
Community Development District

By:_____
Daniel Rom, Assistant Secretary,
Colbert Landings
Community Development District

EXHIBIT D

FORM OF DISTRICT COUNSEL OPINION

[Closing Date]

Colbert Landings Community Development District
Palm Coast, Florida

MBS Capital Markets, LLC
Winter Park, Florida

U.S. Bank Trust Company, National Association, as Trustee
Fort Lauderdale, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re: $[Bond Amount] Colbert Landings Community Development District
Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three)

Ladies and Gentlemen:

We serve as counsel to the Colbert Landings Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its $[Bond Amount] Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) ("**Series 2026 Bonds**"). This letter is delivered to you pursuant to Section 207(b)(iii) of the Master Indenture (defined below) and Section 8(c)(7) of the Bond Purchase Agreement (referenced below) and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance No. 2023-2, duly enacted by the City Council of the City of Palm Coast, Florida, which was effective on March 7, 2023 ("**Establishment Ordinance**");
2. the Master Trust Indenture, dated as of November 1, 2023 ("**Master Indenture**"), as supplemented with respect to the Series 2026 Bonds by the Third Supplemental Trust Indenture, dated as of March 1, 2026 ("**First Supplemental Trust Indenture**," and together with the Master Indenture, the "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee ("**Trustee**");
3. Resolution Nos. 2023-26 and 2026-[__] adopted by the District on March 28, 2023 and March [5], 2026, respectively (collectively "**Bond Resolution**");

4. the *Engineer's Report for the Colbert Landings Community Development District*, dated March 28, 2023 ("**Master Engineer's Report**"), as supplemented by the *Supplemental Engineer's Report for Colbert Landings CDD Phase 2*, dated March 5, 2026 ("**Supplemental Engineer's Report**" and together with the Master Engineer's Report, the "**Engineer's Report**"), which describes among other things, the Capital Improvement Plan and the portion to be financed with the Series 2026 Bonds as set forth in the Supplemental Engineer's Report (the "**Phase 2 Project**");
5. the *Master Special Assessment Methodology Report*, dated March 28, 2023, as supplemented by the *Final Second Supplemental Special Assessment Methodology Report,* dated [BPA Date] (collectively, "**Assessment Methodology**");
6. Resolution Nos. 2023-25, 2023-28 and 2026-[__] (collectively, "**Assessment Resolutions**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Series 2026 Bonds;
7. the *Final Judgment Validating Bonds and Assessments* issued on June 22, 2023, by the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida in Case No. 2023CA000504, and *Certificate of No Appeal* issued on August 2, 2023;
8. the Preliminary Limited Offering Memorandum, dated [PLOM Date] ("**PLOM**"), and Limited Offering Memorandum, dated [BPA Date] ("**LOM**");
9. certain certifications by MBS Capital Markets, LLC ("**Underwriter**"), as underwriter to the sale of the Series 2026 Bonds;
10. certain certifications of Gulfstream Design Group, LLC, as **"District Engineer"**;
11. certain certifications of Wrathell, Hunt & Associates, LLC, as **"District Manager and Assessment Consultant"**;
12. general and closing certificate of the District;
13. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Series 2026 Bonds;
14. an opinion of Aponte & Associates Law Firm, P.L.L.C. ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Series 2026 Bonds;
15. an opinion of Williams, Parker, Harrison, Dietz & Getzen, PLLC ("**Meritage Homes Counsel**"), issued to the District and the Underwriter in connection with the sale and issuance of the Series 2026 Bonds;
16. an opinion of Gunster, Yoakley & Stewart, P.A. ("**Taylor Morrison Counsel**"), issued to the District and the Underwriter in connection with the sale and issuance of the Series 2026 Bonds;
17. the following agreements (collectively, "**Bond Agreements**"):
    (a) the Continuing Disclosure Agreement, dated as of [Closing Date], by and among the District, Meritage Homes of Florida, Inc., a Florida corporation (**"Meritage Homes"**), Taylor Morrison of Florida, Inc., a Florida corporation (**"Taylor Morrison"**), and a dissemination agent;
    (b) the Bond Purchase Agreement between the District and the Underwriter, dated [BPA Date];
    (c) the [True-Up Agreement] between the District and Meritage Homes, dated as of [Closing Date];

(d) the [True-Up Agreement] between the District and Taylor Morrison, dated as of [Closing Date];
(e) the [Collateral Assignment] between the District and Meritage Homes, dated as of [Closing Date];
(f) the [Collateral Assignment] between the District and Taylor Morrison, date as of [Closing Date];
(g) the [Completion Agreement] between the District and Meritage Homes, dated as of [Closing Date];
(h) the [Completion Agreement] between the District and Taylor Morrison, dated as of [Closing Date];
(i) the [Acquisition Agreement] between the District and Meritage Homes, dated as of [Closing Date];
(j) the [Acquisition Agreement] between the District and Taylor Morrison, dated as of [Closing Date];

18. a [Declaration of Consent to the Jurisdiction of the District] executed by Meritage Homes;
19. a [Declaration of Consent to the Jurisdiction of the District] executed by Taylor Morrison;
20. a Certificate of Meritage Homes, dated [Closing Date];
21. a Certificate of Taylor Morrison, dated [Closing Date]; and
22. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, Meritage Homes, Meritage Homes Counsel, Taylor Morrison, Taylor Morrison Counsel, and others relative to the Limited Offering Memorandum and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2, and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Series 2026 Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. ***Authority*** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* ("**Act**"), with such powers as set forth in the Act, and with good, right and lawful

authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Indenture, the Series 2026 Bonds and the Bond Agreements; (b) to issue the Series 2026 Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Series 2026 Trust Estate to secure the Series 2026 Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolutions; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolutions, the Bond Agreements, the Series 2026 Bonds and the Indenture.

2. ***Assessments*** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolutions, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. ***Agreements*** – The (a) Bond Resolution, (b) Series 2026 Bonds, (c) Indenture, (d) Bond Agreements, and (e) Assessment Resolutions (assuming due authorization, execution and delivery of documents in (b) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Series 2026 Bonds have been fulfilled.

4. ***Validation*** – The Series 2026 Bonds have been validated by a final judgment of the Circuit Court in and for Flagler County, Florida, of which no timely appeal was filed.

5. ***Governmental Approvals*** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolutions; (b) the issuance, sale, execution and delivery of the Series 2026 Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. ***PLOM and LOM*** – The District has duly authorized the delivery and distribution by the Underwriter of the PLOM and the execution, delivery and distribution of the LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to

state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "INTRODUCTION" (as it relates to the District only), "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Agreements for Assignment of Development Rights," "– Completion Agreements," and "– True-Up Agreements," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "District Manager and Other Consultants"), "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "VALIDATION," "LITIGATION – District," "CONTINUING DISCLOSURE" (as it relates to the District only), "LEGALITY FOR INVESTMENT," and "AGREEMENT BY THE STATE," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Series 2026 Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** – Based on inquiry of the District's Registered Agent, and the fact that said Registered Agent has not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2026 Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Series 2026 Trust Estate pledged for the payment of the debt service on the Series 2026 Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Series 2026 Bonds or the validity or enforceability of the Series 2026 Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Series 2026 Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Series 2026 Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Series 2026 Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Phase 2 Project*** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Phase 2 Project, subject to obtaining such licenses, orders or other

authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Series 2026 Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial or project information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether Meritage Homes and/or Taylor Morrison is able to convey good and marketable title to any particular real property or interest therein and related to the Phase 2 Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

KILINSKI | VAN WYK PLLC
For the Firm

EXHIBIT E

FORM OF CERTIFICATE OF ASSESSMENT CONSULTANT

[Closing Date]

Colbert Landings Community Development District
Palm Coast, Florida

MBS Capital Markets, LLC
Winter Park, Florida

I, Craig Wrathell, Managing Member of Wrathell, Hunt & Associates, LLC ("WHA"), do hereby certify to Colbert Landings Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its $[Bond Amount] Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds") as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum"), of the District relating to the Series 2026 Bonds):

1. WHA has been retained by the District to prepare the Master Special Assessment Methodology Report, dated March 28, 2023, and the Final Second Supplemental Special Assessment Methodology Report, dated [BPA Date], comprising a part of the assessment proceedings of the District (collectively, the "Report");

2. the Series 2026 Assessments when, as and if finally determined in accordance with the methodology set forth in such Report will be sufficient to meet the debt service requirements on the Series 2026 Bonds;

3. the Phase 2 Project provides a special benefit to the properties assessed and the Series 2026 Assessments are fairly and reasonably allocated to the properties assessed;

4. WHA consents to the use of the Report included as Appendix B to the Limited Offering Memorandum;

5. WHA consents to the references to the firm in the Limited Offering Memorandum;

6. the Report was prepared in accordance with all applicable provisions of State law;

7. except as disclosed in the Limited Offering Memorandum, WHA knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable; and

8. the information contained in the Report and in the Limited Offering Memorandum under the caption "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" is true and correct in all material respects and such information did

not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.

WRATHELL, HUNT & ASSOCIATES, LLC

By:_____
Craig Wrathell, Managing Member

EXHIBIT F

FORM OF CERTIFICATE OF CONSULTING ENGINEER

[Closing Date]

Colbert Landings Community Development District
Palm Coast, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Colbert Landings Community Development District (the "District"). This Certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Agreement, dated [BPA Date], between the District and MBS Capital Markets, LLC (the "Purchase Agreement") relating to the sale of the Series 2026 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in said Purchase Agreement or in the Limited Offering Memorandum, dated [BPA Date], relating to the Series 2026 Bonds (the "Limited Offering Memorandum").

1. Gulfstream Design Group, LLC (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Engineer's Report for the Colbert Landings Community Development District, dated March 28, 2023, and the Supplemental Engineer's Report for Colbert Landings CDD Phase 2, dated March 5, 2026 (collectively, the "Report"), included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Limited Offering Memorandum and to the inclusion of the Report as an appendix to the Limited Offering Memorandum.

2. The Report was prepared in accordance with generally accepted engineering practices. The cost estimates in the Report are fair, reasonable, and consistent with current market conditions, and do not exceed the lesser of the actual costs of completing the Phase 2 Project or fair market value thereof.

3. In connection with the preparation of the Report, personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Phase 2 Project. The Phase 2 Project consists solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Report was, as of its date, or is as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the heading "THE CAPITAL IMPROVEMENT PROGRAM AND THE PHASE 2 PROJECT" and in Appendix "A" to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section and appendix contain an untrue statement of a material fact or omit to state a material fact necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as described in the Report, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Phase 2 Project as described in the Limited Offering Memorandum required to be obtained or made have been obtained or made or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Phase 2 Project as described in the Limited Offering Memorandum will not be obtained as required, and there is no reason to believe it is not feasible to complete the Phase 2 Project as planned. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

GULFSTREAM DESIGN GROUP, LLC

By:_____
Name: _____
Title:_____

EXHIBIT G

FORM OF CERTIFICATE OF DISTRICT MANAGER AND DISSEMINATION AGENT

[Closing Date]

Colbert Landings Community Development District
Palm Coast, Florida

MBS Capital Markets, LLC
Winter Park, Florida

I, Craig Wrathell, Managing Member of Wrathell, Hunt & Associates, LLC ("WHA"), do hereby certify to Colbert Landings Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its $[Bond Amount] Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds"), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum"), of the District relating to the Series 2026 Bonds):

1. WHA has acted as District Manager to the District in connection with the issuance of the Series 2026 Bonds;

2. WHA consents to the references to the firm in the Limited Offering Memorandum;

3. as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, or any information provided by us, as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

4. as District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2026 Bonds, or in any way contesting or affecting the validity of the Series 2026 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2026 Bonds, or the existence or powers of the District; and

5. WHA has agreed to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Disclosure Agreement. In its capacity as Dissemination Agent, WHA is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 and WHA has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth above.

WRATHELL, HUNT & ASSOCIATES, LLC

By: _____
Craig Wrathell, Managing Member

EXHIBIT H

FORM OF CERTIFICATE OF MERITAGE HOMES

[Closing Date]

Colbert Landings Community Development District
Palm Coast, Florida

MBS Capital Markets, LLC
Winter Park, Florida

The undersigned, the duly authorized representative of **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation (the "Developer"), the developer of a portion of the Series 2026 Assessment Area within Colbert Landings (such portion hereinafter referred to as the "Development"), does hereby certify to the **COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **MBS CAPITAL MARKETS, LLC** (the "Underwriter"), that:

1. This Certificate is furnished pursuant to Section 8(c)(19) of the Bond Purchase Agreement, dated [BPA Date], between the District and the Underwriter (the "Purchase Agreement") relating to the sale by the District of its $[Bond Amount] Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds"). Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Purchase Agreement.

2. The Developer is a corporation organized and existing under the laws of the State of Florida.

3. Representatives of the Developer have provided information to the District and the Underwriter to be used in connection with the offering by the District of the Series 2026 Bonds, pursuant to a Preliminary Limited Offering Memorandum, dated [PLOM Date] (the "Preliminary Limited Offering Memorandum"), and a Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda").

4. The Financing Documents to which the Developer is a party constitute valid and binding obligations of the Developer enforceable against the Developer in accordance with their respective terms.

5. The Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PROGRAM AND THE PHASE 2 PROJECT," "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT," "THE DEVELOPERS – Meritage Homes," "LITIGATION – Developers – Meritage Homes," and "CONTINUING DISCLOSURE – Developers' Continuing Compliance – Meritage Homes," and with respect to the Developer and the Development under the captions "INTRODUCTION" and "BONDOWNERS' RISKS," and warrants and represents that such information did not as of its date, and does not as of the date hereof, contain any untrue statement of a material fact

or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Developer represents and warrants that it has complied with and will continue to comply with Sections 190.009 and 190.048, Florida Statutes.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed in the Limited Offering Memoranda and/or in all other information provided by the Developer to the Underwriter or the District.

8. The Developer hereby consents to the levy of the Series 2026 Assessments on the lands in the District owned by the Developer. The levy of the Series 2026 Assessments on the lands in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Developer is a party or to which its property or assets are subject. The Developer agrees and acknowledges that the Series 2026 Assessments are valid and binding first liens on the real property on which they have been levied which is owned by the Developer.

9. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Developer acknowledges that the Series 2026 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2026 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2026 Bonds when due.

11. To the best of my knowledge, the Developer is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject or by which the Developer or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents or on the Development, and further, the Developer is current in the payment of all ad valorem, federal and state taxes associated with the Development.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of the Financing Documents to which the Developer is a party, (b) contesting or affecting the validity or

enforceability of the Financing Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence of the Developer, or of the Developer's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer.

13. To the best of my knowledge after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use, (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received, (c) the Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete or cause the completion of development of the Development as described in the Limited Offering Memoranda and all appendices thereto, and (d) there is no reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained as required.

14. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, to prepay, without interest, the Series 2026 Assessments imposed on lands in the District owned by the Developer within thirty (30) days following completion of the Phase 2 Project and acceptance thereof by the District.

15. To the best of my knowledge, the Developer has never failed to timely comply with disclosure obligations pursuant to SEC Rule 15c2-12, other than as noted in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE," and the Developer is not insolvent.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the date set forth above.

MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

EXHIBIT I

FORM OF OPINION OF COUNSEL TO MERITAGE HOMES

[Closing Date] (the "Closing Date")

Colbert Landings Community Development District
Palm Coast, Florida

MBS Capital Markets, LLC
Winter Park, Florida

U.S. Bank Trust Company, National Association
Fort Lauderdale, Florida

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Re: Colbert Landings Community Development District $[Bond Amount] Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Bonds")

Ladies and Gentlemen:

We have acted as special counsel to Meritage Homes of Florida, Inc., a Florida corporation ("Meritage"), the owner of certain lands (the "Development") within the Colbert Landings Community Development District (the "District"), located in the City of Palm Coast, Florida, as such lands are described in the District's Preliminary Limited Offering Memorandum dated [PLOM Date], and the District's final Limited Offering Memorandum dated [BPA Date], including the appendices attached thereto (collectively the "Limited Offering Memoranda"). Meritage is also the developer and home builder of the Development. This opinion is rendered at the request of Meritage in connection with the issuance by the District of the Bonds as described in the Limited Offering Memoranda. Capitalized terms not defined herein shall have the meaning set forth in the Limited Offering Memoranda.

It is our understanding that the Bonds are being issued to: (i) provide funds to pay a portion of the Cost of the Phase 2 Project, (ii) fund a deposit to the Series 2026 Reserve Account, (iii) pay a portion of the interest coming due on the Bonds, and (iv) pay certain costs of issuance of the Bonds.

This opinion letter is limited to the matters expressly stated herein. No opinions are to be inferred or implied beyond the opinions expressly so stated.

In connection with rendering the opinions set forth in this opinion letter, we have reviewed originals or copies of the following documents (collectively the "Documents"):

(a) the Limited Offering Memoranda;

(b) the [Declaration of Consent to the Jurisdiction of the District] by Meritage dated as of the Closing Date;

(c) the [Completion Agreement] between the District and Meritage dated as of the Closing Date;

(d) the [True-Up Agreement] between the District and Meritage dated as of the Closing Date;

(e) the [Collateral Assignment] between the District and Meritage dated as of the Closing Date;

(f) the [Acquisition Agreement] between the District and Meritage dated as of the Closing Date;

(g) Certificate of Meritage dated as of the Closing Date; and

(h) Continuing Disclosure Agreement by and among the District, Meritage, Taylor Morrison of Florida, Inc., and the Dissemination Agent named therein dated as of the Closing Date.

In addition, in connection with rendering the opinions set forth in this opinion letter, we have reviewed originals or copies of the following other documents:

(a) The following entity documents of Meritage: (i) Articles of Incorporation filed with the State of Florida on June 21, 1965; and (ii) Certificate of Good Standing issued by the State of Florida on March __, 2026. Copies of the foregoing documents are attached hereto as composite Exhibit "A;"

(b) Resolution from Meritage (the "Resolution"), a copy of which is attached hereto as Exhibit "B;"

(c) Certificate from Meritage (the "Certificate"), a copy of which is attached hereto as Exhibit "C;" and

(d) such other documents, matters, statutes, ordinances, published rules and regulations, published judicial and governmental decisions interpreting or applying the same, and other official interpretations as we deem applicable in connection with this opinion.

We have relied upon, and assumed the accuracy of, the representations and warranties contained in the Documents, the Resolution, and the Certificate with respect to the factual matters set forth therein. However, no opinion is rendered hereunder as to the accuracy of the representations and warranties contained in the Documents or in the Certificate. Further, the factual matters set forth in the Certificate have been provided to us solely for our benefit in issuing this opinion, and no party, other than this firm, is entitled to rely upon them.

We have assumed that certificates of public officials dated earlier than the date of this opinion letter remain accurate from such earlier dates through and including the date of this opinion letter.

In rendering the opinions set forth herein, we have relied, without investigation, on each of the following assumptions: (a) the legal capacity of each natural person to take all actions required of each such person in connection with the Bonds; (b) the legal existence of each party to the Documents, other than Meritage; (c) the power of each party to the Documents, other than Meritage, to execute, deliver and perform all documents executed and delivered by such party and to do each other act done or to be done by such party; (d) the authorization, execution and delivery by each party to the Documents, other than Meritage, of each Document executed and delivered or to be executed and delivered by such party; (e) the validity, binding effect and enforceability as to each party, other than Meritage, of each of the Documents executed and delivered by such party or to be executed and delivered and of each other act done or to be done by such party; (f) there have been no undisclosed modifications of any provision of any document reviewed by us in connection with the rendering of this opinion letter and no undisclosed prior waiver of any right or remedy contained in any of the Documents; (g) the genuineness of each signature, the completeness of each document submitted to us, the authenticity of each document reviewed by us as an original, the conformity to the original of each document reviewed by us as a copy and the authenticity of the original of each document received by us as a copy; (h) the truthfulness of each statement as to all factual matters otherwise not known to us to be untruthful or unreliable contained in any document encompassed within the diligence review undertaken by us; (i) each certificate or other document issued by a public authority is accurate, complete and authentic as of the date of the opinion letter, and all official public records (including their proper indexing and filing) are accurate and complete; (j) each recipient of the opinion letter has acted in good faith, without notice of any defense against enforcement of rights created by, or adverse claim to any property or security interest transferred or created as part of, the Documents, and has complied with all laws applicable to it that affect the Documents; (k) the Documents and the conduct of the parties to the Documents comply with any requirement of good faith, fair dealing and conscionability; (l) routine procedural matters such as service of process or qualification to do business in the relevant jurisdiction(s) will be satisfied by the parties seeking to enforce the Documents; (m) agreements (other than the Documents as to which opinions are being given) and judgments, decrees and orders reviewed in connection with rendering the opinions will be enforced as written; (n) no discretionary action (including a decision not to act) that is permitted in the Documents will be taken by or on behalf of Meritage in the future that might result in a violation of law or constitute a breach of or default under any of Meritage's other agreements or under any applicable court order; (o) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement, modify or qualify the terms of the Documents or the rights of the parties thereunder; (p) the payment of all required documentary stamp taxes, intangible taxes and other taxes and fees imposed upon the execution, filing or recording of documents; and (q) with respect to the Bonds and the Documents, including the inducement of the parties to enter into and perform their respective obligations thereunder, there has been no mutual mistake of fact or undue influence and there exists no fraud or duress.

When used in this opinion letter, the phrases "to our knowledge," "known to us" or the like means the conscious awareness of the lawyers in the "primary lawyer group" of factual matters such lawyers recognize as being relevant to the opinion or confirmation so qualified. Such phrases do not imply that we have undertaken any independent investigation within our firm, with Meritage or with any third party to determine the existence or absence of any facts or circumstances, and no inference should be drawn merely from our past or current representation of Meritage. Where any opinion or confirmation is qualified by the phrase "to our knowledge," "known to us" or the like, it means that the lawyers in the "primary lawyer group" are without any actual knowledge or conscious awareness that the opinion or confirmation is untrue in any respect material to the opinion or confirmation. For purposes of this opinion letter, "primary lawyer group" means: (i) the lawyers currently in the firm who are actively involved in preparing or negotiating this opinion letter; (ii) the lawyers currently in the firm who are actively involved in negotiating or documenting the Bonds or the Documents; and (iii) the lawyers currently in the firm who are actively involved in handling litigation or administrative actions for Meritage.

Based upon and subject to the foregoing, and subject to the assumptions, limitations and qualifications contained herein, we are of the opinion that:

(a) Meritage is a corporation organized under Florida law, and its corporate status is active.

(b) Meritage has the corporate power to conduct its business and to undertake the development of the lands in the Development as described in the Limited Offering Memoranda, to execute and deliver the Documents to which it is a party, and to perform its obligations thereunder.

(c) Meritage has authorized the execution, delivery, and performance of the Documents to which it is a party by all necessary corporate action.

(d) Each of the Documents to which Meritage is a party has been duly executed and delivered by Meritage and is in full force and effect.

(e) The Documents to which Meritage is a party are valid and binding obligations of Meritage, enforceable against Meritage in accordance with their terms.

(f) Nothing known to us would lead us to believe the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT," "THE DEVELOPERS – Meritage Homes," "LITIGATION – Developers – Meritage Homes," and "CONTINUING DISCLOSURE – Developers' Continuing Compliance – Meritage Homes" (as such information relates to Meritage only) does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the respective dates of the Limited Offering Memoranda or as of the date hereof.

(g) The execution, delivery and performance of the Documents by Meritage do not violate: (i) the articles of Meritage; (ii) any Applicable Laws (as defined herein); (iii) any agreement or instrument known to us to which Meritage is a party or by which any of its assets are or may be bound; or (iv) any judgment, decree or order of any administrative tribunal known to us, which judgment, decree, or order is binding on Meritage or its assets.

(h) Nothing known to us would lead us to believe that Meritage is not in compliance in all material respects with all provisions of applicable law in all material matters relating to such entity as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda: (i) we have no knowledge that Meritage has not received all government permits, consents and licenses required in connection with the construction and completion of the development of the Development, as described in the Limited Offering Memoranda; (ii) we have no knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect Meritage's ability to complete development of the Development, as described in the Limited Offering Memoranda and all appendices thereto; and (iii) we have no knowledge and are not otherwise aware of any reason to believe that any permits, consents or licenses required to complete the development of the Development, as described in the Limited Offering Memoranda, will not be obtained in due course as required by Meritage.

(i) The levy of the Series 2026 Assessments on the applicable lands within the District will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument known to us to which Meritage is a party or to which Meritage or any of its property or assets is subject.

(j) To our knowledge, there is no litigation pending or threatened which would prevent or prohibit the development of the Development, in accordance with the description thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto or which may result in any material adverse change in the business, properties, assets or financial condition of Meritage.

(k) To our knowledge, Meritage has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To our knowledge, Meritage has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver, or any trustee.

(l) Meritage is not in default under any mortgage, trust indenture, lease or other instrument known to us to which it or any of its assets are subject, which default would have a material adverse effect on the Bonds or the development of the Development.

We do not express any opinion as to the laws of any jurisdiction other than the State of Florida and the United States. When used in this opinion letter, the term "Applicable Laws"

means the Florida laws, rules, and regulations that a Florida counsel exercising customary professional diligence would reasonably be expected to recognize as being applicable to Meritage, the Documents, or the Bonds, but excluding the laws, rules and regulations set forth in the following paragraph. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed.

The following federal and Florida laws, rules and regulations are expressly excluded from the scope of this opinion letter: (a) securities laws, rules and regulations (other than as set forth in opinion (f) above); (b) laws, rules and regulations regulating banks and other financial institutions, insurance companies and investment companies; (c) pension and employee benefit laws, rules and regulations; (d) labor laws, rules and regulations, including laws on occupational safety and health; (e) antitrust and unfair competition laws, rules and regulations; (f) laws, rules and regulations concerning compliance with fiduciary requirements; (g) laws, rules and regulations concerning the creation, attachment, perfection or priority of any lien or security interest, except to the extent expressly set forth in this opinion letter; (h) laws, rules and regulations relating to taxation, except to the extent expressly set forth in this opinion letter; (i) bankruptcy, fraudulent conveyance, fraudulent transfer and other insolvency laws; (j) environmental laws, rules and regulations; (k) laws, rules and regulations relating to patents, copyrights, trademarks, trade secrets and other intellectual property; (l) local laws, administrative decisions, ordinances, rules or regulations, including any zoning, planning, building, occupancy or other similar approval or permit or any other ordinance or regulation of any county, municipality, township or other political subdivision of the State of Florida; (m) criminal and state forfeiture laws and any racketeering laws, rules and regulations; (n) other statutes of general application to the extent that they provide for criminal prosecution; (o) laws relating to terrorism or money laundering; (p) laws, regulations and policies concerning national and local emergency and possible judicial deference to acts of sovereign states; (q) filing or consent requirements under any of the foregoing excluded laws; and (r) judicial and administrative decisions to the extent they deal with any of the foregoing excluded laws.

We did not physically witness the execution and delivery of the Documents, and our opinions herein regarding the execution and delivery of the Documents by Meritage are based, in part, on our review of copies of executed signature pages for such Documents provided to us (electronically or otherwise).

The opinions set forth herein are limited by: (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and transfer, and similar law affecting the rights and remedies of creditors generally (the "Bankruptcy Exception"); and (ii) general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity (the "Equitable Principles Limitation"). In addition, certain remedies, waivers, and other provisions of the Documents might not be enforceable; nevertheless, subject to the Bankruptcy Exception and the Equitable Principles Limitation, such unenforceability will not render the Documents invalid as a whole.

No opinion is expressed herein with respect to any provision of the Documents that: (a) purports to excuse a party from liability for the party's own acts; (b) purports to make void any act done in contravention thereof; (c) purports to authorize a party to act in the party's

sole discretion or purports to provide that determination by a party is conclusive; (d) requires waivers or amendments to be made only in writing; (e) purports to effect waivers of: (i) constitutional, statutory or equitable rights; (ii) the effect of any applicable statutes, rules, regulations, or judicial or administrative decisions; (iii) any statute of limitations; (iv) broadly or vaguely stated rights; (v) unknown future defenses; or (vi) rights to damages; (f) imposes or permits: (i) liquidated damages; (ii) the appointment of a receiver; (iii) penalties; (iv) indemnification for gross negligence, willful misconduct or other wrongdoing; (v) confessions of judgment; or (vi) rights of self-help or forfeiture; (g) purports to limit or alter laws requiring mitigation of damages; (h) concerns choice of forum, consent or submission to the personal or subject matter jurisdiction of courts, venue of actions, means of service of process, waivers of rights to jury trials, and agreements regarding arbitration; (i) purports to reconstitute the terms thereof as necessary to avoid a claim or defense of usury; (j) purports to require a party thereto to pay or reimburse attorneys' fees incurred by another party, or to indemnify another party therefor, which provisions may be limited by applicable statutes and decisions relating to the collection and award of attorneys' fees; (k) relates to the evidentiary standards or other standards by which the Documents are to be construed, including, but not limited to, provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied in litigation or similar proceedings; (l) prohibits or unreasonably restricts: (i) competition; (ii) the solicitation or acceptance of customers, business relationships or employees; (iii) the use or disclosure of information; or (iv) activities in restraint of trade; (m) enumerates that remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative; (n) constitutes severability provisions; (o) permits the exercise, under certain circumstances, of rights without notice or without providing opportunity to cure failures to perform; (p) purports to create rights to setoff otherwise than in accordance with applicable law; (q) contains a blanket prohibition on assignments or a specific prohibition on assignment of payments due or to come due; or (r) purports to entitle any party to specific performance of any provision thereof.

This opinion letter is furnished to you solely for your benefit in connection with the Bonds and may not be relied upon by any other party without our prior written consent in each instance. Further, copies of this opinion letter may not be furnished to any other party, nor may any portion of this opinion letter be quoted, circulated or referred to in any other document without our prior written consent in each instance (except with respect to the District Counsel opinion).

This opinion letter speaks only as of the date hereof. We assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts or other developments, whether existing before or first arising after the date hereof, that might change the opinions expressed above.

Respectfully submitted,

Williams, Parker, Harrison, Dietz & Getzen, PLLC

Composite Exhibit "A"
Organizational Documents for Meritage

See attached

Exhibit "B"
Resolution

See attached

Exhibit "C"
Certificate

See attached

Certificate of Meritage

Williams Parker Harrison Dietz & Getzen
200 S. Orange Avenue
Sarasota, Florida 34236

Re: Colbert Landings Community Development District $[Bond Amount] Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Bonds")

Ladies and Gentlemen:

I am the _____ of Meritage Homes of Florida, Inc., a Florida corporation ("**Meritage**"), which is the landowner with respect to the bonds referenced above (the "**Bonds**").

You have been asked to render an opinion letter (the "**Opinion**") in connection with the Bonds. In order to induce you and to enable you to issue the Opinion, I make the representations set forth herein, upon which you are entitled to rely.

Capitalized terms not otherwise defined in this Certificate shall have the meaning ascribed to such terms in the Opinion.

I hereby certify as follows:

1. This Certificate is made in reference to the Bonds referenced above.

2. I am familiar with the Documents, as such term is defined in the Opinion.

3. The execution, delivery and performance of the Documents by Meritage do not violate: (i) any agreement or instrument to which Meritage is a party or by which any of its assets are or may be bound; or (ii) any judgment, decree, or order of any administrative tribunal, which judgment, decree, or order is binding on Meritage or its assets.

4. The levy of the Series 2026 Assessments on the applicable lands within the District will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which Meritage is a party or to which it or any of its property or assets is subject.

5. There is no litigation pending or threatened which would prevent or prohibit the development of the Development, in accordance with the description thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto or which may result in any material adverse change in the business, properties, assets or financial condition of Meritage.

6. Meritage has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any

jurisdiction. Meritage has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver, or any trustee.

7. Meritage is not in default under any mortgage, trust indenture, lease, or other instrument to which it or any of its assets are subject, which default would have a material adverse effect on the Bonds or the development of the Development.

8. The organizational documents for Meritage, true and correct copies of which are attached to the opinion as composite Exhibit "A," remain in full force and effect and have not been modified, amended, or restated.

This Certificate may be relied upon and delivered to Williams, Parker, Harrison, Dietz & Getzen, PLLC in connection with the Opinion. I consent to the issuance of the Opinion and acknowledge that I have reviewed its form.

I have executed this Certificate as of the ____ day of March, 2026.

_____

Name: _____

EXHIBIT J

FORM OF CERTIFICATE OF TAYLOR MORRISON

[Closing Date]

Colbert Landings Community Development District
Palm Coast, Florida

MBS Capital Markets, LLC
Winter Park, Florida

The undersigned, the duly authorized representative of **TAYLOR MORISSON OF FLORIDA, INC.**, a Florida corporation (the "Developer"), the developer of a portion of the Series 2026 Assessment Area within Colbert Landings (such portion hereinafter referred to as the "Development"), does hereby certify to the **COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **MBS CAPITAL MARKETS, LLC** (the "Underwriter"), that:

1. This Certificate is furnished pursuant to Section 8(c)(20) of the Bond Purchase Agreement, dated [BPA Date], between the District and the Underwriter (the "Purchase Agreement") relating to the sale by the District of its $[Bond Amount] Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds"). Capitalized terms used, but not defined, herein shall have the meanings assigned thereto in the Purchase Agreement.

2. The Developer is a corporation organized and existing under the laws of the State of Florida.

3. Representatives of the Developer have provided information to the District and the Underwriter to be used in connection with the offering by the District of the Series 2026 Bonds, pursuant to a Preliminary Limited Offering Memorandum, dated [PLOM Date] (the "Preliminary Limited Offering Memorandum"), and a Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda").

4. The Financing Documents to which the Developer is a party constitute valid and binding obligations of the Developer enforceable against the Developer in accordance with their respective terms.

5. The Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PROGRAM AND THE PHASE 2 PROJECT," "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT," "THE DEVELOPERS – Taylor Morrison," "LITIGATION – Developers – Taylor Morrison," and "CONTINUING DISCLOSURE – Developers' Continuing Compliance – Taylor Morrison," and with respect to the Developer and the Development under the captions "INTRODUCTION" and "BONDOWNERS' RISKS," and warrants and represents that such information did not as of its date, and does not as of the date hereof, contain any untrue statement of a material fact

or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Developer represents and warrants that it has complied with and will continue to comply with Sections 190.009 and 190.048, Florida Statutes.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed in the Limited Offering Memoranda and/or in all other information provided by the Developer to the Underwriter or the District.

8. The Developer hereby consents to the levy of the Series 2026 Assessments on the lands in the District owned by the Developer. The levy of the Series 2026 Assessments on the lands in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Developer is a party or to which its property or assets are subject. The Developer agrees and acknowledges that the Series 2026 Assessments are valid and binding first liens on the real property on which they have been levied which is owned by the Developer.

9. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Developer acknowledges that the Series 2026 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2026 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2026 Bonds when due.

11. To the best of my knowledge, the Developer is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject or by which the Developer or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents or on the Development, and further, the Developer is current in the payment of all ad valorem, federal and state taxes associated with the Development.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of the Financing Documents to which the Developer is a party, (b) contesting or affecting the validity or

enforceability of the Financing Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence of the Developer, or of the Developer's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer.

13. To the best of my knowledge after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use, (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received, (c) the Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete or cause the completion of development of the Development as described in the Limited Offering Memoranda and all appendices thereto, and (d) there is no reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained as required.

14. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, to prepay, without interest, the Series 2026 Assessments imposed on lands in the District owned by the Developer within thirty (30) days following completion of the Phase 2 Project and acceptance thereof by the District.

15. To the best of my knowledge, the Developer has never failed to timely comply with disclosure obligations pursuant to SEC Rule 15c2-12, other than as noted in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE," and the Developer is not insolvent.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the date set forth above.

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

EXHIBIT K

FORM OF OPINION OF COUNSEL TO TAYLOR MORRISON

[Closing Date]

Colbert Landings Community Development District
Palm Coast, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: $[Bond Amount] Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Bonds")

Ladies and Gentlemen:

Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Bond Purchase Agreement, dated [BPA Date] (the "Purchase Agreement"), between the Colbert Landings Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") or the Limited Offering Memorandum prepared in connection with the issuance of the Bonds and dated [BPA Date] (the "Limited Offering Memorandum").

We are counsel to Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), which is the developer of approximately [___] acres of real property located in that certain master planned residential community located in the City of Palm Coast, Flagler County, Florida and commonly referred to as "Colbert Landings" (the "Development"). This opinion is rendered at the request of the Developer in connection with the issuance by the Colbert Landings Community Development District (the "District") of the Bonds as described in the Limited Offering Memorandum. It is our understanding that the Bonds are being issued to, among other things, finance the cost of the planning, financing, acquisition, design, construction, reconstruction, equipping and installation of certain infrastructure improvements, as more fully described in the Limited Offering Memorandum (the "Project").

In our capacity as counsel to the Developer, we have examined originals or copies identified to our satisfaction as being true copies of the following documents (collectively, the "Documents"), and have made such examination of law as we have deemed necessary or appropriate in rendering this opinion:

1) Limited Offering Memorandum;

2) [True-Up Agreement] between the District and the Developer;

3) [Acquisition Agreement] between the District and the Developer;

4) [Collateral Assignment] between the Developer and the District, as Assignee;

5) [Completion Agreement] between the District and the Developer;

6) [Declaration of Consent to the Jurisdiction].

In connection with the forgoing, we have also reviewed and examined the following (collectively, referred to hereinafter as the "Organizational Documents"):

1. A certified copy of the Developer's Articles of Incorporation filed effective March 26, 1982 in the Office of the Secretary of State of Florida, and all amendments, issued by the Office of the Secretary of State of Florida on _____, 2026;

2. A certificate of active status for the Developer issued by the Office of the Secretary of State of Florida on _____, 2026;

3. A Certificate of Developer, dated _____;

4. The Unanimous Written Consent of the _____ dated _____, 2026; and

5. The Incumbency Certificate of _____ dated _____, 2026.

Except to the extent expressly stated to the contrary herein, in rendering this opinion, we have relied solely upon the Organizational Documents and the certificates, opinions and representations made by the Developer, its representatives and the parties to this transaction as described in, but not limited to, the Documents (the "Certificates").

Assumptions

In rendering this opinion, we have assumed, without having made any independent investigation of the facts and on reliance on the Organizational Documents and Certificates, the following:

1. The genuineness of all signatures (other than those of the Developer) and the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

2. To the extent that the obligations of the Developer may be dependent upon such matters, that each party to the Documents referred to herein is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation; that each such other party has the requisite corporate or other organizational power and authority to perform its obligations under the Documents, as applicable; and that the Documents, as applicable, have been duly authorized, executed and delivered by, and each of them constitutes the legally valid and binding obligations of, such other parties, as applicable, enforceable against such other parties in accordance with their respective terms.

3. That all material legal and factual matters, including without limitation, representations and warranties, contained in the Documents and the Certificates, are true and correct as set forth therein.

4. There have been no undisclosed material modifications of any provision of any of the Documents, Organizational Documents or Certificates reviewed by us in connection with the rendering of the opinions expressed herein.

5. The parties to the Documents and their successors and assigns have and will (i) act in good faith and in a commercially reasonable manner in the exercise of any rights or enforcement of any remedies under the Documents; (ii) not engage in any conduct in the exercise of such rights or enforcement of such remedies that would constitute other than fair dealing; and (iii) comply with all requirements of applicable procedural and substantive law in exercising any rights or enforcing any remedies under the Documents.

6. The exercise of any rights or enforcement of any remedies under the Documents would not be unconscionable, result in a breach of the peace or otherwise be contrary to public policy.

7. There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement, modify or qualify the terms of the Documents or the rights of the parties thereunder.

8. Value has been given to the Developer to support the obligations of the Developer under the Documents.

9. There has not been any mutual mistake of fact or mutual misunderstanding or undue influence by the parties to the Documents and there exists no fraud or duress.

10. The truthfulness of each statement as to all factual matters otherwise not known to be untruthful contained in any document encompassed with the diligence review and undertaken by us.

11. Routine procedural matters such as service of process or qualification to do business in the relevant jurisdiction(s) will be satisfied by the parties seeking to enforce the Documents.

In basing the opinions set forth in this opinion on "our knowledge", the words "our knowledge" signify that, in the course of our representation of the Developer, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Developer in connection with this transaction.

Based on the forgoing, we are of the opinion that:

1. The Developer is a corporation duly organized and validly existing under the laws of the State of Florida.

2. The Developer has the power and authority to conduct its business and to enter into the Documents.

3. The Documents have been duly authorized, executed and delivered by the Developer and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Documents constitute the legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms.

4. The execution, delivery and performance of the Documents by the Developer do not violate (i) the Developer's organizational and operating documents, (ii) to our knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to us to which the Developer is a party or by which Developer's assets are or may be bound, or (iii) to our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

5. Nothing has come to our attention that would lead us to believe that the Developer is not in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer as described in the Limited Offering Memorandum.

6. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Bonds or the development of the Series 2026 Assessment Area.

7. To our knowledge, the levy of the Series 2026 Assessments on the lands within the District that are owned by the Developer to secure the repayment of the Bonds (the "Developer Lands") will not conflict with or constitute a breach of or default under any existing agreement, indenture or other instrument to which the Developer is a party or to which its property or assets is subject.

8. To our knowledge, there is no litigation pending (other than as set forth in the Limited Offering Memorandum) which would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum or which may result in any material adverse change in the respective business, properties, assets or financial condition of the Developer.

9. To our knowledge, there is no threatened litigation (other than as set forth in the Limited Offering Memorandum) which would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum or which may result in any material adverse change in the respective business, properties, assets or financial condition of the Developer.

10. To our knowledge, the Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To our knowledge, the Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

11. Nothing has come to our attention that would lead us to believe that the information contained in the Limited Offering Memorandum under the captions "THE DEVELOPMENT" (as it relates to the Developer and the Developer Lands within the Series 2026 Assessment Area), "THE DEVELOPERS – Taylor Morrison," "LITIGATION – Developers – Taylor Morrison" and "CONTINUING DISCLOSURE – Developers' Continuing Compliance – Taylor Morrison," does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum and as of the date hereof.

Qualifications

Notwithstanding any provision of this opinion to the contrary, each of the opinions and confirmations set forth in this opinion is subject to the following qualifications:

(a) We are licensed to practice law only in the State of Florida and we do not express any opinion herein concerning any laws other than the laws of the State of Florida or federal laws of the United States of America.

(b) Any opinion expressed herein concerning a document is limited to the specific document referenced. No inference should be made that our opinion addresses other documents amended, modified, supplemented or referenced by, or attached to the document which is the subject of our opinion. We have made no investigation of the accuracy or completeness of any schedule attached to the Documents and express no opinion with respect thereto.

(c) The validity or enforceability of any Document and the liens created thereby may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity including, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law. We express no opinion as to the validity, binding effect or enforceability of (i) purported waivers of any statutory or other rights, court rules or defenses to obligations or consents to any actions where such waivers or consents (A) are against public policy or (B) constitute waivers of rights or consents to actions which by law, regulation or judicial decision may not otherwise be waived or given; (ii) provisions indemnifying any person against, or relieving any person of liability for, its own negligent or wrongful acts or in any

other circumstances where enforcement of such provisions would be against public policy or limited or prohibited by applicable law; (iii) any provisions which purport to authorize or permit any person to exercise any right or remedy upon any nonmaterial breach or default; (iv) any forum selection or exclusive jurisdiction provision; (v) any powers of attorney to the extent that they purport to grant rights and powers that may not be granted under applicable law; (vi) any provision that purports to permit the exercise of "self-help" remedies, including, the exercise of rights of setoff or purported rights to enter onto the property of any person or take physical possession of any property; (vii) any right or obligation to the extent that the same may be varied by course of dealing or performance; (viii) any provisions which may provide for the compounding of interest or the payment or accrual of interest on interest; or (ix) any provision that is subject to any mutual mistake of fact or misunderstanding, fraud, duress or undue influence. This opinion does not mean that any particular remedy is available upon a material default.

(d) Unless explicitly addressed in this opinion, the opinions and confirmations set forth in this opinion do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (i) securities laws and regulations administered by the Securities and Exchange Commission (other than the Public Utility Holding Company Act of 1935), state "Blue Sky" laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments; (ii) Federal Reserve Board margin regulations; (iii) pension and employee benefit laws and regulations (e.g., ERISA); (iv) antitrust and unfair competition laws and regulations; (v) laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio), other than requirements applicable to charter-related documents such as a certificate of merger; (vi) compliance with fiduciary duty requirements; (vii) environmental laws and regulations; (viii) zoning, land use, condominium, cooperative, subdivision and other development laws and regulations; (ix) tax laws and regulations; (x) patent, copyright and trademark, state trademark, and other Federal and state intellectual property laws and regulations; (xi) racketeering laws and regulations (e.g., RICO); (xii) health and safety laws and regulations (e.g., OSHA); (xiii) labor laws and regulations; (xiv) laws, regulations and policies concerning (a) national and local emergency, (b) possible judicial deference to acts of sovereign states, and (c) criminal and civil forfeiture laws; (xv) bulk transfer law; and (xvi) law concerning access by the disabled and building codes.

(e) We express no opinion with respect to (i) the description, title, ownership or location of any property, real or personal; (ii) the characterization of any property as real property, personal property or fixtures; (iii) the accuracy or sufficiency of any description of collateral or other property; or (iv) the priority of any lien or security interest intended to be granted therein pursuant to one or more of the Documents.

(f) We express no opinion as to the effectiveness of any provisions of the Documents that provide for the assignment or transfer of any permits, licenses or similar rights of the Developer.

This opinion is given as of the date hereof, and we disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and we express no opinion with respect to the laws of any other jurisdiction.

This letter is for the benefit of and may be relied upon solely by the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities. This letter may not be quoted in whole or in part or otherwise referred to in any report or document furnished to any person or entity, except (i) in connection with the enforcement of the obligations of the Developer under the Documents, or (ii) the inspection of your files by internal or government examiners or auditors, or (iii) as may be required pursuant to any validly issued court order, subpoena, decree or other lawful process.

Sincerely,

Gunster, Yoakley & Stewart, P.A.

EXHIBIT L

FORM OF ISSUE PRICE CERTIFICATE

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
$[Bond Amount] Special Assessment Revenue Bonds, Series 2026
(Assessment Area Three)

The undersigned, on behalf of **MBS CAPITAL MARKETS, LLC** ("MBS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2026 Bonds"). Capitalized terms shall have the meanings ascribed in Section 2 hereof.

MBS and the District entered into a Bond Purchase Agreement on the Sale Date in connection with the sale of the Series 2026 Bonds (the "Purchase Agreement"). Pursuant to the terms of the Purchase Agreement, MBS made a bona fide limited offering of the Series 2026 Bonds to a portion of the Public representing accredited investors as required by Florida law at the prices or yields for each such maturity as shown on the cover page of the Limited Offering Memorandum, dated [BPA Date], relating to the Series 2026 Bonds.

1. Sale of the Series 2026 Bonds. As of the date of this certificate, for each Maturity of the Series 2026 Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *District* means Colbert Landings Community Development District.

(b) *Maturity* means Series 2026 Bonds with the same credit and payment terms. Series 2026 Bonds with different maturity dates, or Series 2026 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2026 Bonds. The Sale Date of the Series 2026 Bonds is [BPA Date].

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the District to participate in the initial sale of the Series 2026 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2026 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026 Bonds to the Public).

3. Reserve Account. A reserve account in an amount equal to the Series 2026 Reserve Account Requirement was necessary in order to market and sell the Series 2026 Bonds given the nature of the Series 2026 Bonds which are secured by special assessments and the delinquent assessment collection procedures related thereto.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents MBS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate executed by the District in connection with the issuance, sale and delivery of the Series 2026 Bonds and with respect to compliance with the federal income tax rules affecting the Series 2026 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Series 2026 Bonds.

MBS CAPITAL MARKETS, LLC

By:_____
Brett Sealy, Managing Partner

Dated: [Closing Date]

SCHEDULE A

SALE PRICES OF THE SERIES 2026 BONDS

(Attached)

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED MARCH [__], 2026

NEW ISSUE – BOOK-ENTRY ONLY **NOT RATED**
LIMITED OFFERING

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications, and continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Series 2026 Bonds is excludable from gross income for federal income tax purposes, and, further, interest on the Series 2026 Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2026 Bonds is not excluded from the determination of adjusted financial statement income. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2026 Bonds. Bond Counsel is further of the opinion that the Series 2026 Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
(City of Palm Coast, Florida)
$5,480,000* Special Assessment Revenue Bonds, Series 2026
(Assessment Area Three)

Dated: Date of original issuance **Due: May 1, as shown below**

The $5,480,000* Colbert Landings Community Development District Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds"), are being issued by the Colbert Landings Community Development District (the "District") pursuant to a Master Trust Indenture dated as of November 1, 2023 (the "Master Indenture"), as supplemented by a Third Supplemental Trust Indenture dated as of March 1, 2026 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance No. 2023-2 of the City Council of the City of Palm Coast, Florida (the "City") enacted on March 7, 2023 (the "Ordinance"). See "THE DISTRICT" herein. The Series 2026 Bonds are being issued only as registered bonds, in denominations of $5,000 or any integral multiple thereof; provided, however, that the Series 2026 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of $100,000 and integral multiples of $5,000 in excess of $100,000.

The Series 2026 Bonds are payable from and secured by the Series 2026 Trust Estate, which includes the Series 2026 Pledged Revenues and the Series 2026 Pledged Funds. The Series 2026 Pledged Revenues consist of the revenues received by the District from the Series 2026 Assessments (as further described herein). The Series 2026 Pledged Funds include all

of the Funds and Accounts (except for the Series 2026 Rebate Account) established by the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

The Series 2026 Bonds, when issued, will be registered in the name of Cede & Co., as the Owner and Nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Series 2026 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2026 Bonds will be paid from the sources provided herein by the Trustee directly to Cede & Co. as the Nominee of DTC and the registered Owner thereof. Disbursements of such payments to the Direct Participants (as defined herein) are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of the Direct Participants and the Indirect Participants (as defined herein), as more fully described herein. Any purchaser as a Beneficial Owner of a Series 2026 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such Series 2026 Bond. See "DESCRIPTION OF THE SERIES 2026 BONDS – Book-Entry Only System" herein. The Series 2026 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Series 2026 Bonds is payable semi-annually on each May 1 and November 1, commencing May 1, 2026.

The Series 2026 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions" herein.

The Series 2026 Bonds are being issued to (a) finance a portion of the Cost of the Phase 2 Project (as defined herein), (b) pay certain costs associated with the issuance of the Series 2026 Bonds, (c) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, without privilege or priority of one Series 2026 Bond over another, and (d) pay the interest to become due on the Series 2026 Bonds through November 1, 2026.

NEITHER THE SERIES 2026 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2026 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2026 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2026 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026 TRUST ESTATE, ALL AS PROVIDED IN THE SERIES 2026 BONDS AND IN THE INDENTURE.

THE SERIES 2026 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS (SEE "SUITABILITY

FOR INVESTMENT" HEREIN). THE UNDERWRITER IS LIMITING THE OFFERING OF THE SERIES 2026 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION OF THE INITIAL OFFERING OF THE SERIES 2026 BONDS TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2026 BONDS. THE SERIES 2026 BONDS ARE NOT CREDIT ENHANCED AND ARE NOT RATED AND NO APPLICATION HAS BEEN MADE FOR CREDIT ENHANCEMENT OR A RATING WITH RESPECT TO THE SERIES 2026 BONDS, NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT OR A RATING FOR THE SERIES 2026 BONDS HAD APPLICATION BEEN MADE.

This cover page contains information for quick reference only. It is not, and is not intended to be, a summary of the Series 2026 Bonds. Investors must read this entire Limited Offering Memorandum, including the appendices attached hereto, to obtain information essential to the making of an informed investment decision.

PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS†

$_____ ___% Term Series 2026 Bond Due May 1, 20__ Yield ___% Price ____ CUSIP No.† _____
$_____ ___% Term Series 2026 Bond Due May 1, 20__ Yield ___% Price ____ CUSIP No.† _____
$_____ ___% Term Series 2026 Bond Due May 1, 20__ Yield ___% Price ____ CUSIP No.† _____
$_____ ___% Term Series 2026 Bond Due May 1, 20__ Yield ___% Price ____ CUSIP No.† _____

The Series 2026 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Greenberg Traurig, P.A., Tallahassee, Florida, Bond Counsel, as to the validity of the Series 2026 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kilinski | Van Wyk PLLC, Tallahassee, Florida, for Meritage Homes (as defined herein) by its counsel, Williams, Parker, Harrison, Dietz & Getzen, PLLC, Sarasota, Florida, for Taylor Morrison (as defined herein) by its counsel, Gunster, Yoakley & Stewart, P.A., Tampa, Florida, for the Trustee by its counsel, Aponte & Associates Law Firm, P.L.L.C., Orlando, Florida, and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida. It is expected that the Series 2026 Bonds will be available for delivery through the facilities of DTC on or about _____, 2026.

MBS Capital Markets, LLC

Dated: _____, 2026

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* Preliminary, subject to change.

† The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.

RED HERRING LANGUAGE

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. The Series 2026 Bonds may not be sold nor may offers to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the Series 2026 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Martha Schiffer*, Chair
Michael Owens†, Vice Chair
Rose Bock, Assistant Secretary
Megan Germino*, Assistant Secretary
Cecil Camacho, Assistant Secretary

DISTRICT MANAGER/ASSESSMENT CONSULTANT

Wrathell, Hunt & Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Kilinski | Van Wyk PLLC
Tallahassee, Florida

CONSULTING ENGINEER

Gulfstream Design Group, LLC
St. Augustine, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
Tallahassee, Florida

* Affiliate or employee of Meritage Homes (as defined herein).
† Affiliate or employee of Taylor Morrison (as defined herein).

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesperson or other person has been authorized by the District, the City of Palm Coast, Florida, Flagler County, Florida, the State of Florida or the Underwriter (as defined herein) to give any information or to make any representations other than those contained in this Limited Offering Memorandum and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the District, the District Manager, the Consulting Engineer, the Assessment Consultant, the Developers (each as defined herein) and other sources that are believed by the Underwriter to be reliable.

The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

At closing, the District, the District Manager, the Consulting Engineer, the Assessment Consultant and the Developers will each deliver certificates certifying that certain of the information supplied by each does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change with respect to the matters described herein since the date hereof.

The Series 2026 Bonds have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, nor has the Indenture been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in such acts. The registration, qualification or exemption of the Series 2026 Bonds in accordance with the applicable securities law provisions of any jurisdictions wherein these securities have been or will be registered, qualified or exempted should not be regarded as a recommendation thereof. Neither the City of Palm Coast, Florida, Flagler County, Florida, the State of Florida, nor any of its subdivisions or agencies have guaranteed or passed upon the merits of the Series 2026 Bonds, the probability of any earnings thereon or the accuracy or adequacy of this Limited Offering Memorandum.

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget," or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District and the Developers do not plan to issue any updates or revisions to those forward-looking statements

if or when any of their expectations, events, conditions or circumstances on which such statements are based occur, other than as described under "CONTINUING DISCLOSURE" herein.

The order and placement of materials in this Limited Offering Memorandum, including the appendices, are not to be deemed a determination of relevance, materiality or importance, and this Limited Offering Memorandum, including the appendices, must be considered in its entirety. The captions and headings in this Limited Offering Memorandum are for convenience of reference only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provisions or sections in this Limited Offering Memorandum.

This Limited Offering Memorandum is being provided to prospective purchasers in electronic format on the following websites: www.munios.com and www.emma.msrb.org. This Limited Offering Memorandum may be relied upon only as printed in its entirety directly from either of such websites.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum for any purpose, including for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

This Limited Offering Memorandum is not, and shall not be deemed to constitute, an offer to sell, or the solicitation of an offer to buy, real estate, which may only be made pursuant to offering documents satisfying applicable federal and state laws relating to the offer and sale of real estate.

This Preliminary Limited Offering Memorandum is in a form deemed final by the District for purposes of Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, except for certain information permitted to be omitted pursuant to Rule 15c2-12(b)(1).

TABLE OF CONTENTS

Page

INTRODUCTION 1
SUITABILITY FOR INVESTMENT 3
DESCRIPTION OF THE SERIES 2026 BONDS 4
General 4
Redemption Provisions 5
Notice of Redemption 7
Book-Entry Only System 8
SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS 10
General 10
No Parity Bonds; Limitation on Parity Assessments 11
Funds and Accounts 11
Series 2026 Reserve Account 12
Series 2026 Revenue Account 13
Investments 15
Series 2026 Acquisition and Construction Accounts 16
Owner Direction and Consent with Respect to Series 2026 Acquisition and Construction Accounts Upon Occurrence of Event of Default 16
Series 2026 Costs of Issuance Account 17
Agreements for Assignment of Development Rights 17
Assignment of District's Rights Under Collateral Assignments 17
Completion Agreements 18
Enforcement of Completion Agreements 18
Events of Default 18
Provisions Relating to Bankruptcy or Insolvency of Landowner 20
Enforcement and Collection of Series 2026 Assessments 22
Additional Covenants Regarding Series 2026 Assessments 23
Re-Assessment 23
ENFORCEMENT OF ASSESSMENT COLLECTIONS 24
General 24
Direct Billing & Foreclosure Procedure 25
Uniform Method Procedure 25
THE DISTRICT 28
General 28
Legal Powers and Authority 29
Board of Supervisors 30
District Manager and Other Consultants 31
Outstanding Bonds 31
THE CAPITAL IMPROVEMENT PROGRAM AND THE PHASE 2 PROJECT 31
ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS 33
THE DEVELOPMENT 34
General 34
Land Acquisition/Development Financing 35
Environmental 35
Zoning 35
Permitting 36

Product Type/Phasing 36
Utilities 36
Model Homes/Sales Activity 37
Projected Absorption 37
Residential Product Offerings 37
Recreational Facilities 38
Marketing 38
Education 38
Fees and Assessments 38
Competition 39
THE DEVELOPERS 39
Meritage Homes 40
Taylor Morrison 40
BONDOWNERS' RISKS 40
Limited Pledge 41
Concentration of Land Ownership and Bankruptcy Risks 41
Delay and Discretion Regarding Remedies 42
Limitation on Funds Available to Exercise Remedies 42
Determination of Land Value upon Default 42
Landowner Challenge of Assessed Valuation 43
Failure to Comply with Assessment Proceedings 43
Other Taxes and Assessments 43
Limited Secondary Market 44
Inadequacy of Series 2026 Reserve Account 44
Regulatory and Environmental Risks 44
Economic Conditions 45
Cybersecurity 45
Infectious Viruses and/or Diseases 45
Completion of Phase 2 Project 45
District May Not be Able to Obtain Permits 46
Damage to District from Natural Disasters 46
Interest Rate Risk; No Rate Adjustment for Taxability 47
IRS Examination and Audit Risk 47
Legislative Proposals and State Tax Reform 49
Loss of Exemption from Securities Registration 50
Prepayment and Redemption Risk 50
Performance of District Professionals 50
No Rating or Credit Enhancement 50
Mortgage Default and FDIC 50
ESTIMATED SOURCES AND USES OF BOND PROCEEDS 51
DEBT SERVICE REQUIREMENTS 52
TAX MATTERS 53
General 53
Original Issue Premium and Discount 54
Changes in Federal and State Tax Law 55
Information Reporting and Backup Withholding 55
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS 55
VALIDATION 55

LITIGATION 56
District 56
Developers 56
CONTINUING DISCLOSURE 56
General 56
District Continuing Compliance 57
Developers' Continuing Compliance 57
UNDERWRITING 57
LEGALITY FOR INVESTMENT 58
LEGAL MATTERS 58
AGREEMENT BY THE STATE 59
FINANCIAL STATEMENTS 59
EXPERTS AND CONSULTANTS 59
CONTINGENT AND OTHER FEES 60
NO RATING OR CREDIT ENHANCEMENT 60
MISCELLANEOUS 60

APPENDICES:

APPENDIX A ENGINEER'S REPORT
APPENDIX B ASSESSMENT REPORT
APPENDIX C COPY OF MASTER INDENTURE AND FORM OF SUPPLEMENTAL INDENTURE
APPENDIX D FORM OF OPINION OF BOND COUNSEL
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT
APPENDIX F AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

LIMITED OFFERING MEMORANDUM

relating to

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
(City of Palm Coast, Florida)
$5,480,000* Special Assessment Revenue Bonds, Series 2026
(Assessment Area Three)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Colbert Landings Community Development District (the "District") in connection with the offering and issuance by the District of its $5,480,000* Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds").

The Series 2026 Bonds are being issued pursuant to the Act (hereinafter defined), a Master Trust Indenture dated as of November 1, 2023 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Indenture dated as of March 1, 2026, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), and resolutions adopted by the Board of Supervisors of the District (the "Board") on March 28, 2023 and March [5], 2026, authorizing the issuance of the Series 2026 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture, which appears as composite APPENDIX C attached hereto.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance No. 2023-2 of the City Council of the City of Palm Coast, Florida (the "City") enacted on March 7, 2023 (the "Ordinance"). The District was established for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the District. The boundaries of the District include approximately 293 acres of land (the "District Lands") located entirely within the City in Flagler County, Florida (the "County"). For more complete information about the District, the Board and the District Manager (hereinafter defined), see "THE DISTRICT" herein.

The Act authorizes the District to issue bonds for the purposes, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, roads, recreational facilities

* Preliminary, subject to change.

and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

Under the Constitution and laws of the State of Florida (the "State"), including the Act, the District has the power and authority to levy non-ad valorem assessments upon the District Lands and to issue bonds for the purposes of providing community development services and facilities, including those financed with the proceeds of the Series 2026 Bonds as described herein.

Consistent with the requirements of the Indenture and the Ordinance, the Series 2026 Bonds are being issued to (a) finance a portion of the Cost of the Phase 2 Project (hereinafter defined), (b) pay certain costs associated with the issuance of the Series 2026 Bonds, (c) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, without privilege or priority of one Series 2026 Bond over another, and (d) pay the interest to become due on the Series 2026 Bonds through November 1, 2026.

The District is currently planned to include approximately 482 residential units and various recreational amenities within a residential community known as "Colbert Landings" (the "Development"). The capital improvement program for the District (the "CIP") consists of certain infrastructure improvements for the benefit of the District Lands, including clearing, grading, stormwater management, water distribution, sanitary sewer, landscape, irrigation and hardscaping, amenities, roadways, offsite improvements, design, permitting and contingency. The second phase of the CIP to be funded in part with net proceeds of the Series 2026 Bonds is hereinafter referred to as the "Phase 2 Project." See "THE CAPITAL IMPROVEMENT PROGRAM AND THE PHASE 2 PROJECT" and "THE DEVELOPMENT" herein.

The Series 2026 Bonds are payable from and secured by the Series 2026 Trust Estate, including the revenues received by the District from the Series 2026 Assessments and amounts in the Funds and Accounts (except for the Series 2026 Rebate Account) established by the Indenture. The Series 2026 Assessments will be levied against the 269 platted residential units within the second phase of the District ("Phase 2" or the "Series 2026 Assessment Area") that are all subject to assessment as a result of the Phase 2 Project as described in the Assessment Report (hereinafter defined). The Series 2026 Assessments represent an allocation of a portion of the Costs of the Phase 2 Project, including bond financing costs, to the lands within the District benefiting from the Phase 2 Project in accordance with the Assessment Report. The Assessment Report and assessment resolutions with respect to the Series 2026 Assessments (collectively, the "Assessment Proceedings") permit the prepayment in part or in full of the Series 2026 Assessments at any time without penalty, together with interest at the rate on the corresponding Series 2026 Bonds to the Quarterly Redemption Date that is more than forty-five (45) days next succeeding the date of prepayment. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" and "THE DEVELOPMENT – Fees and Assessments" herein.

Subsequent to the issuance of the Series 2026 Bonds, the District may cause one or more Series of Bonds to be issued pursuant to the Master Indenture, subject to the terms and conditions thereof. Bonds may be issued for the purpose of financing the Cost of acquisition or construction of a Series Project, to refund all or a portion of a Series of Bonds or for the completion of a Series Project. The District covenants and agrees in the Supplemental

Indenture that other than Refunding Bonds issued to refund the Outstanding Series 2026 Bonds, the District shall not, while any Series 2026 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026 Trust Estate. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2026 Bonds are Outstanding, it will not impose debt service Assessments for capital projects on any lands then subject to the Series 2026 Assessments without the written consent of the Majority Owners; provided, however, that such consent shall not be required if the Series 2026 Assessments have been Substantially Absorbed, evidence of which shall be provided by the District to the Trustee in a written certificate upon which the Trustee may conclusively rely. In the absence of its receipt of such certificate, the Trustee may conclusively rely that the Series 2026 Assessments have not been Substantially Absorbed. Notwithstanding the foregoing, nothing in the Supplemental Indenture shall preclude the imposition of Assessments (or the issuance of Bonds secured by such Assessments) on property then subject to the Series 2026 Assessments which the District certifies are necessary for health, safety or welfare reasons; to remediate a natural disaster; for operation and maintenance purposes; or to effect repairs to or replacement of property, facilities or equipment of the District. "Substantially Absorbed" is defined in the Supplemental Indenture to mean the date on which the principal amount of the Series 2026 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2026 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – No Parity Bonds; Limitation on Parity Assessments" herein.

There follows in this Limited Offering Memorandum a brief description of the District and the Development, together with summaries of the terms of the Series 2026 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statutes and all references to the Series 2026 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture, which appears as composite APPENDIX C attached hereto.

SUITABILITY FOR INVESTMENT

Investment in the Series 2026 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or MBS Capital Markets, LLC (the "Underwriter") to give any information or make any representations other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2026 Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions.

While the Series 2026 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2026 Bonds are not suitable for investment by persons other than, and, as required by

Chapter 189, Florida Statutes, will offer the Series 2026 Bonds only to, "accredited investors," as such term is defined in Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2026 Bonds. Prospective investors in the Series 2026 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2026 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

DESCRIPTION OF THE SERIES 2026 BONDS

General

The Series 2026 Bonds are issuable only as registered bonds, without coupons, in current interest form, in denominations of $5,000 or any integral multiple thereof; provided, however, that the Series 2026 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of $100,000 and integral multiples of $5,000 in excess of $100,000.

The Series 2026 Bonds will be dated their date of issuance and delivery to the initial purchasers thereof and will bear interest payable on each May 1 and November 1, commencing May 1, 2026 (each, an "Interest Payment Date"), which interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2026 Bonds will mature on May 1 of such years, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

Each Series 2026 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (a) is an Interest Payment Date to which interest on such Series 2026 Bond has been paid, in which event such Series 2026 Bond shall bear interest from its date of authentication, or (b) is prior to the first Interest Payment Date for the Series 2026 Bonds, in which event, such Series 2026 Bond shall bear interest from the date of issuance of the Series 2026 Bonds.

Debt Service on each Series 2026 Bond will be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15^{th}) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Series 2026 Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation thereof at the designated corporate

trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Series 2026 Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than $1,000,000 in aggregate principal amount of the Series 2026 Bonds).

The Series 2026 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2026 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company ("DTC"), the initial Bond Depository. Except as provided in the Indenture, all of the Outstanding Series 2026 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC. See "– Book-Entry Only System" below.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20__, at the Redemption Price of the principal amount of the Series 2026 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. The Series 2026 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

The Series 2026 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

The Series 2026 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

The Series 2026 Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Final maturity

As more particularly set forth in the Indenture, any Series 2026 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2026 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2026 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2026 Bonds as set forth in the Supplemental Indenture.

Extraordinary Mandatory Redemption. The Series 2026 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Phase 2 Project, by application of moneys transferred from the Series 2026 Acquisition and Construction Accounts in the Acquisition and Construction Fund established under the Indenture to the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2026 Prepayment Principal, required by the Indenture to be deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account; or

(c) from amounts transferred to the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account resulting from a reduction in the Series 2026 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2026 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2026 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2026 Bonds shall be called for redemption, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

Notice of Redemption

Notice of each redemption of Series 2026 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2026 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2026 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2026 Bonds or such portions thereof on such date, interest on such Series 2026 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2026 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2026 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice

nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Book-Entry Only System

THE INFORMATION IN THIS CAPTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM DTC AND NEITHER THE DISTRICT NOR THE UNDERWRITER MAKES ANY REPRESENTATION OR WARRANTY OR TAKES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2026 Bonds and will be deposited with DTC. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission ("SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records.

Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2026 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Bond Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2026 Bonds. Disbursement of such payments to Direct

Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2026 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2026 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DIRECT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2026 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS

General

The Series 2026 Bonds are payable from and secured by the revenues received by the District from the Series 2026 Assessments and amounts in the Funds and Accounts (except for the Series 2026 Rebate Account) established by the Indenture (collectively, the "Series 2026 Trust Estate"). The Series 2026 Assessments will be allocated as described in "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein. The Series 2026 Assessments represent an allocation of a portion of the Costs of the Phase 2 Project, including bond financing costs, to certain benefited land within the District in accordance with the Assessment Report attached hereto as composite APPENDIX B.

NEITHER THE SERIES 2026 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE. THE SERIES 2026 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID

PURSUANT TO THE INDENTURE OR THE SERIES 2026 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2026 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026 TRUST ESTATE, ALL AS PROVIDED IN THE SERIES 2026 BONDS AND IN THE INDENTURE.

No Parity Bonds; Limitation on Parity Assessments

The District covenants and agrees in the Supplemental Indenture that other than Refunding Bonds issued to refund the Outstanding Series 2026 Bonds, the District shall not, while any Series 2026 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026 Trust Estate. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2026 Bonds are Outstanding, it will not impose debt service Assessments for capital projects on any lands then subject to the Series 2026 Assessments without the written consent of the Majority Owners; provided, however, that such consent shall not be required if the Series 2026 Assessments have been Substantially Absorbed, evidence of which shall be provided by the District to the Trustee in a written certificate upon which the Trustee may conclusively rely. In the absence of its receipt of such certificate, the Trustee may conclusively rely that the Series 2026 Assessments have not been Substantially Absorbed. Notwithstanding the foregoing, nothing in the Supplemental Indenture shall preclude the imposition of Assessments (or the issuance of Bonds secured by such Assessments) on property then subject to the Series 2026 Assessments which the District certifies are necessary for health, safety or welfare reasons; to remediate a natural disaster; for operation and maintenance purposes; or to effect repairs to or replacement of property, facilities or equipment of the District. "Substantially Absorbed" is defined in the Supplemental Indenture to mean the date on which the principal amount of the Series 2026 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2026 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

WHILE NO FUTURE ADDITIONAL BONDS WILL BE PAYABLE FROM OR SECURED BY THE SERIES 2026 ASSESSMENTS PLEDGED AS SECURITY FOR THE SERIES 2026 BONDS, THE DISTRICT, THE CITY, THE COUNTY, THE SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF MAY IN THE FUTURE IMPOSE, LEVY AND COLLECT ASSESSMENTS AND TAXES THE LIENS OF WHICH WILL BE CO-EQUAL WITH THE LIEN OF ASSESSMENTS WHICH INCLUDES THE SERIES 2026 ASSESSMENTS SECURING THE SERIES 2026 BONDS. See "– Enforcement and Collection of Series 2026 Assessments" below, and "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS," and "BONDOWNERS' RISKS – Other Taxes and Assessments" herein.

Funds and Accounts

The Supplemental Indenture requires that the Trustee establish, as needed, the following Funds and Accounts: (a) within the Acquisition and Construction Fund, (i) a Series 2026-1 Acquisition and Construction Account (Meritage Homes of Florida, Inc.), (ii) a Series

2026-2 Acquisition and Construction Account (Taylor Morrison of Florida, Inc.), and (iii) a Series 2026 Costs of Issuance Account; (b) within the Debt Service Fund, (i) a Series 2026 Debt Service Account and therein a Series 2026 Sinking Fund Account, a Series 2026 Interest Account, and a Series 2026 Capitalized Interest Account, and (ii) a Series 2026 Redemption Account and therein a Series 2026 Prepayment Subaccount and a Series 2026 Optional Redemption Subaccount; (c) within the Reserve Fund, a Series 2026 Reserve Account, which Series 2026 Reserve Account shall be held for the benefit of all Series 2026 Bonds, without distinction as to Series 2026 Bonds, and without privilege or priority of one Series 2026 Bond over another; (d) within the Revenue Fund, a Series 2026 Revenue Account; and (e) within the Rebate Fund, a Series 2026 Rebate Account.

Series 2026 Reserve Account

The Series 2026 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2026 Reserve Account Requirement. "Series 2026 Reserve Account Requirement" is defined in the Supplemental Indenture to mean, until such time as the Reserve Account Release Conditions are met, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds as of the time of any such calculation. Upon receipt by the Trustee of the Reserve Release Certifications and thereafter, the Series 2026 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds as of the time of any such calculation. Excess amounts on deposit in the Series 2026 Reserve Account as a result of the Reserve Account Release Conditions having been met shall be transferred as provided in Section 405 of the Supplemental Indenture. On the date of initial issuance of the Series 2026 Bonds, the Series 2026 Reserve Account Requirement shall be $_____, which amount equals fifty percent (50%) of the Maximum Annual Debt Service Requirement for the Series 2026 Bonds.

"Reserve Account Release Conditions" is defined in the Supplemental Indenture to mean, collectively, that (a) all residential units/homes subject to the Series 2026 Assessments have been built, sold and closed with end-users, (b) all Series 2026 Assessments are being collected pursuant to the Uniform Method, and (c) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2026 Bonds. The District shall provide a written certification to the Trustee certifying that the events in clauses (a) and (b) have occurred and affirming clause (c), on which certifications the Trustee may conclusively rely (collectively, the "Reserve Release Certifications").

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2026 Reserve Account shall be used only for the purpose of making payments into the Series 2026 Interest Account and the Series 2026 Sinking Fund Account to pay Debt Service on the Series 2026 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2026 Reserve Account shall consist only of cash and Investment Obligations.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is hereby authorized and directed to (a) recalculate the Series 2026 Reserve Account Requirement taking into account any Series 2026 Prepayment Principal on deposit in the Series 2026 Prepayment Subaccount of the Series 2026

Redemption Account and whether or not the Reserve Account Release Conditions have been met and (b) transfer any excess on deposit in the Series 2026 Reserve Account as follows: (i) excess as a result of having met the Reserve Account Release Conditions shall be deposited into the Series 2026 Acquisition and Construction Accounts, on a pro rata basis, to be used for the purposes of such Accounts unless the Series 2026 Acquisition and Construction Accounts have been closed pursuant to Section 403(a) of the Supplemental Indenture in which case such funds shall be transferred to the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2026 Bonds and (ii) all other surplus monies (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) of the Supplemental Indenture) shall be deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2026 Bonds.

On the earliest date on which there is on deposit in the Series 2026 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2026 Bonds, together with accrued interest on such Series 2026 Bonds to the earliest date of redemption permitted therein and in the Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the Series 2026 Reserve Account into the Series 2026 Prepayment Subaccount in the Series 2026 Redemption Account to pay and redeem all of the Outstanding Series 2026 Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2026 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Series 2026 Revenue Account

(a) Pursuant to the Supplemental Indenture, the Trustee is authorized and directed to establish within the Revenue Fund a Series 2026 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2026 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2026 Revenue Account the Series 2026 Pledged Revenues other than Series 2026 Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2026 Prepayment Subaccount in the Series 2026 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely on the assumption that, unless otherwise instructed in writing by the District at the time of deposit to the Trustee, Series 2026 Pledged Revenues paid to the Trustee shall be deposited into the Series 2026 Revenue Account, and that Series 2026 Pledged Revenues which the District informs the Trustee constitute Series 2026 Prepayment Principal shall be deposited into the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2026 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2026 Prepayment Subaccount of the Series 2026 Redemption Account and, if the balance therein is greater than zero, shall transfer from the Series 2026 Revenue Account for deposit into the Series 2026 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of $5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2026 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2026 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2026 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2026 Bonds set forth in the form of Series 2026 Bonds attached to the Supplemental Indenture, Section 301 of the Supplemental Indenture, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2026 Capitalized Interest Account to the Series 2026 Interest Account the lesser of (i) the amount of interest coming due on the Series 2026 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (ii) the amount remaining in the Series 2026 Capitalized Interest Account.

Following the foregoing transfers, on each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2026 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2026 Interest Account of the Series 2026 Debt Service Account, an amount equal to the amount of interest payable on all Series 2026 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2026 Capitalized Interest Account in accordance with Section 408(d) of the Supplemental Indenture, and less any other amount already on deposit in the Series 2026 Interest Account not previously credited;

SECOND, on May 1, 20__, and each May 1 thereafter, to the Series 2026 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2026 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2026 Sinking Fund Account not previously credited;

THIRD, to the Series 2026 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2026 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Series 2026 Revenue Account.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2026 Revenue Account to the Series 2026 Rebate Account established for the Series 2026 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid to the United States, when due, in accordance with such Tax Regulatory Covenants.

Investments

Anything in the Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2026 Bonds shall be invested only in Investment Obligations, and further, earnings on the Series 2026 Acquisition and Construction Accounts, the Series 2026 Interest Account, and the Series 2026 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Account. Earnings on investments in the Funds and Accounts other than the Series 2026 Reserve Account and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2026 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2026 Reserve Account shall be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2026 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Capitalized Interest Account through November 1, 2026, and, thereafter earnings in the Series 2026 Reserve Account shall be allocated to and deposited into the Series 2026 Revenue Account and used for the purpose of such Account; and

(b) if as of the last date on which amounts on deposit in the Series 2026 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2026 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Reserve Account until the amount on deposit therein is equal to the Series 2026 Reserve Account Requirement, and then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Capitalized Interest Account through November 1, 2026, and, thereafter shall be allocated to and deposited into the Series 2026 Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, if there is a deficiency in the Series 2026 Reserve Account, prior to the deposit of any earnings in the Series 2026 Revenue Account, the amount of such proposed transfer shall instead be deposited into the Series 2026 Reserve Account until the balance on deposit therein is equal to the Series 2026 Reserve Account Requirement.

Series 2026 Acquisition and Construction Accounts

Amounts on deposit in the Series 2026-1 Acquisition and Construction Account (Meritage Homes of Florida, Inc.) or the Series 2026-2 Acquisition and Construction Account (Taylor Morrison of Florida, Inc.) (together, the "Series 2026 Acquisition and Construction Accounts") shall be applied to pay Costs of the Phase 2 Project allocable to the respective developer upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and the form attached as Exhibit A to the Master Indenture, including identification of which Series 2026 Acquisition and Construction Account shall be applied to the requisition. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted under the Indenture. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Phase 2 Project, and any balance remaining in the Series 2026 Acquisition and Construction Accounts (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Phase 2 Project which are required to be reserved in the Series 2026 Acquisition and Construction Accounts in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be deposited to the Series 2026 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2026 Bonds in accordance with Section 301 of the Supplemental Indenture and in the manner prescribed in the form of Series 2026 Bonds set forth as Exhibit B to the Supplemental Indenture. Notwithstanding the foregoing, the District shall not establish a Date of Completion for the Phase 2 Project until after the Reserve Account Release Conditions have been satisfied and all moneys that have been transferred from the Series 2026 Reserve Account into the Series 2026 Acquisition and Construction Accounts as a result of such satisfaction pursuant to Section 405 of the Supplemental Indenture have been expended or the Consulting Engineer has certified in writing to the District and the Trustee that such amount is in excess of the amount needed to complete the Phase 2 Project. At such time as there are no amounts on deposit in the Series 2026 Acquisition and Construction Accounts and either the Reserve Account Release Conditions have been met or the Date of Completion of the Phase 2 Project has been established, the Series 2026 Acquisition and Construction Accounts shall be closed.

Owner Direction and Consent with Respect to Series 2026 Acquisition and Construction Accounts Upon Occurrence of Event of Default

In accordance with the provisions of the Indenture, the Series 2026 Bonds are payable solely from the Series 2026 Trust Estate which includes the Series 2026 Pledged Funds. Anything in the Indenture to the contrary notwithstanding, the District acknowledges that (a) the Series 2026 Pledged Funds include, without limitation, all amounts on deposit in the Series 2026 Acquisition and Construction Accounts then held by the Trustee, (b) upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Funds may not be used by the District (whether to pay Costs of the Phase 2 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Phase 2 Project and payment is for such work, and (c) upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with

respect to the Phase 2 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners (a copy of which shall be supplied to the Trustee by the District), which consent shall be deemed given if no response is received within sixty (60) days of a request therefor sent in writing to the Owners by the Trustee at the request of the District.

Series 2026 Costs of Issuance Account

The amount deposited in the Series 2026 Costs of Issuance Account shall, at the written direction of an Authorized Officer of the District, be used to pay the costs of issuance relating to the Series 2026 Bonds. On the date of issuance of the Series 2026 Bonds, initial costs of issuance shall be paid pursuant to the instructions in the closing memorandum prepared by the Underwriter and signed by an Authorized Officer of the District. On the earlier to occur of (a) the written direction of an Authorized Officer of the District or (b) six (6) months from the date of issuance of the Series 2026 Bonds, any amounts deposited in the Series 2026 Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2026 Acquisition and Construction Accounts, on a pro rata basis, and used for the purposes permitted therefor, whereupon the Series 2026 Costs of Issuance Account shall be closed.

Agreements for Assignment of Development Rights

Contemporaneously with the issuance of the Series 2026 Bonds, Meritage Homes of Florida, Inc., a Florida corporation ("Meritage Homes"), and Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison" and, together with Meritage Homes, the "Developers"), will each enter into a Collateral Assignment and Assumption of Development Rights (together, the "Collateral Assignments") with the District. The Collateral Assignments provide, among other things, that in the event the Developers default in the payment of Series 2026 Assessments levied on lands owned by such Developer, the District may exercise its remedial rights thereunder. Pursuant to the Collateral Assignments, the Developers agree, subject to the provisions of the Collateral Assignments, to unconditionally collaterally assign to the District, to the extent assignable and to the extent that they are owned or controlled by either of the Developers, all of their development rights and contract rights relating to lands benefited by the Phase 2 Project (the "Development and Contract Rights") as security for the Developers' payment and performance and discharge of its respective obligation to pay the Series 2026 Assessments levied against the lands owned by such Developer within the Series 2026 Assessment Area. Such Development and Contract Rights specifically exclude any portion of the Development and Contract Rights which relate solely to any lands which have been conveyed to third party end users effective as of such conveyance in the course of ordinary business, the City, the County, the District, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or any other governing entity or association as may be required by applicable permits, approvals, entitlements or regulations affecting the District, if any.

Assignment of District's Rights Under Collateral Assignments

Pursuant to the Supplemental Indenture, subject to the terms of the Collateral Assignments, and without intending to alter the same, the District assigns its rights under

the Collateral Assignments to the Trustee for the benefit of the Owners, from time to time, of the Series 2026 Bonds.

Completion Agreements

In connection with the issuance of the Series 2026 Bonds, the Developers will each enter into an agreement with the District (together, the "Completion Agreements") pursuant to which the Developers will each agree to provide funds to complete their respective portion of the Phase 2 Project to the extent that proceeds of the Series 2026 Bonds are insufficient therefor. Remedies for a default under the Completion Agreements include damages and/or specific performance.

Enforcement of Completion Agreements

Pursuant to the Indenture, the District, either through its own actions or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreements and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, may, subject to the provisions of Section 912 of the Master Indenture, act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreements upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture if such failure persists after notice and a reasonable opportunity to cure. The Trustee may decline to follow such direction, in its sole discretion, in the absence of compliance and satisfaction of Section 604 of the Master Indenture.

Events of Default

The Indenture provides that each of the following shall be an "Event of Default" under the Indenture with respect to the Series 2026 Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

(a) any payment of Debt Service on the Series 2026 Bonds is not made when due;

(b) the District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;

(c) the District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Phase 2 Project;

(d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its

property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) the District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) any portion of the Series 2026 Assessments shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2026 Reserve Account to pay Debt Service on the Series 2026 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2026 Reserve Account to pay Debt Service on the Series 2026 Bonds) (each, a "Reserve Account Event") unless within sixty (60) days from the applicable Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the Series 2026 Reserve Account, or (ii) the portion of the Delinquent Assessments giving rise to the applicable Reserve Account Event are paid and are no longer Delinquent Assessments;

(h) more than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to the Series 2026 Assessments are not paid by the date such are due and payable, and such default continues for sixty (60) days after the date when due; and

(i) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2026 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2026 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2026 Bonds then Outstanding and affected by such default; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as, the District shall commence such performance within such thirty (30) day period and shall diligently and continuously prosecute the same to completion.

Pursuant to the Master Indenture, the District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the

direction of, and on behalf of, the Majority Owners, from time to time, of the Series 2026 Bonds. Notwithstanding anything to the contrary in the Indenture, and unless otherwise directed by the Majority Owners of the Series 2026 Bonds and allowed pursuant to federal or State law, the District acknowledges and agrees that (a) upon failure of any property owner to pay an installment of Series 2026 Assessments collected directly by the District when due, that the entire Series 2026 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within 120 days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel, and (b) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Provisions Relating to Bankruptcy or Insolvency of Landowner

The Master Indenture contains the following provisions which shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least three percent (3%) of the Series 2026 Assessments pledged to the Series 2026 Bonds then Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

The District acknowledges and agrees in the Master Indenture that, although the Series 2026 Bonds were issued by the District, the Owners of the Series 2026 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(a) the District agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2026 Bonds then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2026 Assessments relating to the Series 2026 Bonds then Outstanding, the Series 2026 Bonds then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners or the Trustee, acting at the direction of the Majority Owners, within sixty (60) days following request for consent);

(b) the District agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2026 Assessments relating to the Series 2026 Bonds then Outstanding, the Series 2026 Bonds then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(c) the District agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2026 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

(d) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2026 Assessments relating to the Series 2026 Bonds then Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2026 Assessments relating to the Series 2026 Bonds then Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(e) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2026 Assessments relating to the Series 2026 Bonds then Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right to (i) file a proof of claim with respect to the Series 2026 Assessments pledged to the Series 2026 Bonds then Outstanding, (ii) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) defend any objection filed to said proof of claim.

The District acknowledges and agrees in the Master Indenture that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in Section 913 of the Master Indenture shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2026 Assessments relating to the Series 2026 Bonds then Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (d)

above and the District shall not take any action that would reduce the amount of Series 2026 Assessments payable on the Series 2026 Bonds.

Enforcement and Collection of Series 2026 Assessments

The primary source of payment for the Series 2026 Bonds is the Series 2026 Assessments imposed on each landowner within the District which is specially benefited by the Phase 2 Project. To the extent that landowners fail to pay such Series 2026 Assessments, delay payments, or are unable to pay such Series 2026 Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2026 Bonds. The Act provides for various methods of collection of delinquent assessments by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein for a summary of special assessment payment and collection procedures appearing in the Florida Statutes.

Pursuant to the Indenture, Series 2026 Assessments levied on platted lots and pledged to secure the Series 2026 Bonds shall be collected pursuant to the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes (the "Uniform Method") and Series 2026 Assessments levied on unplatted lots or on platted lots owned by the Developers and pledged to secure the Series 2026 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default. All Series 2026 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2026 Assessment shall not be deemed to be Delinquent Assessments unless and until such Series 2026 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

If the owner of any lot or parcel of land shall be delinquent in the payment of any Series 2026 Assessment, then such Series 2026 Assessment shall be enforced in accordance with the provisions of the Act and Chapters 170 and/or 197, Florida Statutes, as amended, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Series 2026 Assessment, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Series 2026 Bonds then Outstanding, declare the entire unpaid balance of such Series 2026 Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, Florida Statutes, or otherwise as provided by law.

If any tax certificates relating to Delinquent Assessments which are pledged to the Series 2026 Bonds are sold by the Tax Collector (hereinafter defined) pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the

Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the Series 2026 Revenue Account.

If any property shall be offered for sale for the nonpayment of any Series 2026 Assessment and no person or persons shall purchase such property for an amount greater than or equal to the full amount due on the Series 2026 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may, but is not required to, then be purchased by the District for an amount equal to or less than the balance due on the Series 2026 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2026 Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the Series 2026 Bonds, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2026 Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as provided in the Indenture, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the Series 2026 Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2026 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2026 Bonds then Outstanding.

THERE CAN BE NO ASSURANCE THAT ANY SALE, PARTICULARLY A BULK SALE, OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

Additional Covenants Regarding Series 2026 Assessments

Pursuant to the Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2026 Assessments, including the Assessment Report, and to levy the Series 2026 Assessments and any required true-up payments set forth in the Assessment Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2026 Bonds, when due.

Re-Assessment

Pursuant to the Master Indenture, if any Series 2026 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2026 Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2026 Assessment when it might have done so, the District shall either (a) take all necessary steps to cause a new Series 2026 Assessment to be made for the whole or any part of such

improvement or against any property benefited by such improvement, or (b) in its sole discretion, make up the amount of such Series 2026 Assessment from legally available moneys, which moneys shall be deposited into the Series 2026 Revenue Account. In case any such subsequent Series 2026 Assessment shall also be annulled, the District shall obtain and make other Series 2026 Assessments until a valid Series 2026 Assessment shall be made.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2026 Bonds is the revenues received by the District from the collection of Series 2026 Assessments imposed on certain lands in the District specially benefited by the Phase 2 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto.

The imposition, levy, and collection of Series 2026 Assessments must be done in compliance with the provisions of State law. Failure by the District, the Flagler County Tax Collector (the "Tax Collector") or the Flagler County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2026 Assessments during any year. Such delays in the collection of Series 2026 Assessments, or complete inability to collect any Series 2026 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2026 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Series 2026 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2026 Bonds.

For the Series 2026 Assessments to be valid, the Series 2026 Assessments must meet two requirements: (a) the benefit from the Phase 2 Project to the lands subject to the Series 2026 Assessments must exceed or equal the amount of the Series 2026 Assessments; and (b) the Series 2026 Assessments must be fairly and reasonably allocated across all such benefited properties. At closing, the Assessment Consultant (hereinafter defined) will certify that these requirements have been met with respect to the Series 2026 Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2026 Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. For undeveloped and unplatted properties, the District may directly issue annual bills to landowners requiring payment of the Series 2026 Assessments and will enforce such bill through foreclosure proceedings. As lands are platted, the Series 2026 Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapter 170, Florida Statutes, and the Act, the District may directly levy, collect and enforce the Series 2026 Assessments. In this context, Section 170.10, Florida Statutes, provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2026 Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one-year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2026 Assessments and the ability to foreclose the lien of such Series 2026 Assessments upon the failure to pay such Series 2026 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2026 Assessments. See "BONDOWNERS' RISKS" herein.

Uniform Method Procedure

Subject to certain conditions, the District may alternatively elect to collect the Series 2026 Assessments using the Uniform Method. The Uniform Method is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2026 Assessments to be levied and then collected in this manner.

If the Uniform Method is used, the Series 2026 Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments, including the Series 2026 Assessments, are to be billed together and landowners in the District are required to pay all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2026 Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida

Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2026 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item would cause the Series 2026 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2026 Bonds.

Under the Uniform Method, if the Series 2026 Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percent (4%) in November and decreasing one percentage point per month to one percent (1%) in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2026 Bonds that (a) the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2026 Assessments, (b) future landowners and taxpayers in the District will pay such Series 2026 Assessments, (c) a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (d) the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2026 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2026 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2026 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than eighteen percent (18%)).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently eighteen percent (18%) per annum. The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than eighteen percent (18%) per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series

2026 Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is affected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven (7) years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two (2) years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven (7) years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at $5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two (2) years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy

governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the governing board of the County that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three (3) years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2026 Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2026 Assessments, which are the primary source of payment of the Series 2026 Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

THE DISTRICT

General

The District is a local unit of special purpose government duly organized and existing under the provisions of the Act and established by the Ordinance. The boundaries of the District include approximately 293 acres of land located entirely within the City. The specific legal description of the District boundaries is set forth in the Ordinance.

Legal Powers and Authority

The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development.

The Act provides that community development districts have the power to issue general obligation, revenue and special assessment revenue debt obligations in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power under certain conditions to levy and assess ad valorem taxes or non-ad valorem assessments, including the Series 2026 Assessments, on all taxable real property within their boundaries to pay the principal of and interest on debt obligations issued and to provide for any sinking or other funds established in connection with any such debt obligation issues. Pursuant to the Act, such assessments may be levied, collected and enforced in the same manner and time as county property taxes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to: (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management reclamation and re-use systems or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the applicable specifications of the county in which such District roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the State, or the federal government; street lights; alleys; landscaping; hardscaping; undergrounding of electric utility lines; and buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage; (iv) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property; (v) any other project, facility or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District; and (vi) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses; and security, including, but not limited to, guardhouses, fences and gates, and electronic intrusion-detection systems; (b) borrow money and issue bonds of the District; (c) levy, collect and enforce special assessments; (d) impose and foreclose special assessment liens as provided in the Act; and (e) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District authorized by the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These

functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any Owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the Series 2026 Bonds.

Board of Supervisors

The Act provides for a five-member Board of Supervisors (as previously defined, the "Board") to serve as the governing body of the District. At the initial meeting of the landowners, members of the Board (the "Supervisors") must be elected by the landowners with the two (2) Supervisors receiving the highest number of votes to serve for a four-year term and the remaining Supervisors to serve for a two-year term. Three (3) of the five (5) Supervisors are elected to the Board every two (2) years in November. At such election, the two (2) Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Until the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected by vote of the landowners of the District. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number and, for purposes of determining voting interests, platted lots are counted individually and rounded up to the nearest whole acre and are not to be aggregated for determining the number of voting units held). After the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, the Supervisors whose terms are expiring will be elected (as their terms expire) by qualified electors of the District, except as described below. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State, and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two (2) Supervisors must be qualified electors and be elected by qualified electors, both to a four-year term. The other Supervisor will be elected by landowners for a four-year term. Thereafter, as terms expire, all Supervisors must be qualified electors elected by qualified electors and are elected to serve staggered terms. If there is a vacancy on the Board, whether as a result of the resignation or removal of a Supervisor or because no elector qualifies for a seat to be filled in an election, the remaining Board members are to fill such vacancy for the unexpired term.

The current members of the Board and their respective term expiration dates are set forth below.

Name	Title	Expiration of Term
Martha Schiffer*	Chair	November 2028
Michael Owens†	Vice Chair	November 2028
Rose Bock	Assistant Secretary	November 2026
Megan Germino*	Assistant Secretary	November 2026
Cecil Camacho	Assistant Secretary	November 2026

* Affiliate or employee of Meritage Homes.
† Affiliate or employee of Taylor Morrison.

The Act empowers the Board to adopt administrative rules and regulations with respect to any projects of the District, and to enforce penalties for the violation of such rules and regulations. The Act permits the Board to levy taxes under certain conditions, to levy special assessments, and to charge, collect and enforce fees and user charges for use of District facilities.

District Manager and Other Consultants

The Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (a) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (b) maintaining and operating the equipment owned by the District, and (c) performing such other duties as may be prescribed by the Board.

Wrathell, Hunt & Associates, LLC, has been retained as the firm to provide district management services for the District (in such capacity, the "District Manager"). The District Manager's office is located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 and their phone number is (561) 571-0010.

The District Manager's typical responsibilities can briefly be summarized as directly overseeing and coordinating the District's planning, financing, purchasing, staffing, and reporting and acting as governmental liaison for the District. The District Manager's responsibilities also include requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenberg Traurig, P.A., Tallahassee, Florida, as Bond Counsel; Kilinski | Van Wyk PLLC, Tallahassee, Florida, as District Counsel; Gulfstream Design Group, LLC, St. Augustine, Florida, as Consulting Engineer; and Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, as Assessment Consultant.

Outstanding Bonds

On November 9, 2023, the District issued its $2,060,000 Special Assessment Revenue Bonds, Series 2023-1 (Assessment Area One) (the "Series 2023-1 Bonds") and its $1,915,000 Special Assessment Revenue Bonds, Series 2023-2 (Assessment Area Two) (the "Series 2023-2 Bonds" and, together with the Series 2023-1 Bonds, the "Series 2023 Bonds") to finance a portion of the cost of acquiring, constructing and equipping assessable improvements constituting the initial phase of the CIP (the "Phase 1 Project"). The current aggregate Outstanding principal amount of Series 2023 Bonds is $3.8 million. The special assessments securing the Series 2023 Bonds (the "Series 2023 Assessments") are separate and distinct from the Series 2026 Assessments and do not secure the Series 2026 Bonds.

THE CAPITAL IMPROVEMENT PROGRAM AND THE PHASE 2 PROJECT

Gulfstream Design Group, LLC (the "Consulting Engineer") has prepared the Engineer's Report for the Colbert Landings Community Development District dated March

28, 2023 (the "Master Engineer's Report"), attached hereto as part of composite APPENDIX A. The Master Engineer's Report describes the capital improvement program for the District (as previously defined, the "CIP") which is estimated to cost approximately $41.7 million and includes clearing, grading, stormwater management, water distribution, sanitary sewer, landscape, irrigation and hardscaping, amenities, roadways, offsite improvements, design, permitting and contingency, as enumerated in the table below.

Infrastructure	Total CIP
Clearing/Grading	$8,923,128
Stormwater System	4,339,542
Roadways	5,054,749
Water and Wastewater	8,113,888
Hardscaping, Landscaping, Irrigation	1,036,750
Amenities	2,032,932
Offsite Improvements	2,086,238
Contingency	6,317,445
Design and Permitting	3,790,467
Total	**$41,695,139**

The capital improvements included in the CIP are intended to be constructed in two (2) phases to ultimately provide infrastructure supporting the development of the entire District. The District previously issued its Series 2023 Bonds to acquire a portion of the Phase 1 Project in the approximate amount of $3.3 million. As illustrated in the Supplemental Engineer's Report for Colbert Landings CDD Phase 2 dated March 5, 2026 (the "Supplemental Engineer's Report" and, together with the Master Engineer's Report, the "Engineer's Report"), attached hereto as part of composite APPENDIX A, the second phase of the CIP is estimated to cost approximately $5.6 million and includes the costs allocable to the second and final phase of the Development (as previously defined, the "Phase 2 Project"), including master infrastructure improvements supporting the entire Development and neighborhood infrastructure improvements supporting Phase 2 of the Development consisting of 269 platting residential units. Enumeration of the costs of the Phase 2 Project are provided in the table below.

Infrastructure	Phase 2 Project
Common Area Infrastructure	$2,214,870
Stormwater Management	510,062
Utilities (Water, Sewer, Reuse)	2,054,035
Lighting	185,265
Offsite Roadway	612,783
Total	**$5,577,015**

Proceeds of the Series 2026 Bonds will be utilized to acquire a portion of the Phase 2 Project in the approximate amount of $4.8 million*. The District does not intend to issue any additional Series of Bonds to fund additional portions of the CIP. Pursuant to the JDA (hereinafter defined), both Taylor Morrison (51.2%) and Meritage Homes (48.8%) shall pay their proportional share of costs of the improvements to fully develop the Development. As such, Meritage Homes and Taylor Morrison will enter into the Completion Agreements whereby Meritage Homes will agree to complete those portions of the Phase 2 Project not

* Preliminary, subject to change.

funded with proceeds of the Series 2026 Bonds based on its proportional share of costs identified under the JDA and similarly, Taylor Morrison will agree to complete those portions of the Phase 2 Project not funded with proceeds of the Series 2026 Bonds based on its proportional share of costs identified under the JDA. The District cannot make any representation that the Developers will have sufficient funds to complete the Phase 2 Project or the CIP. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Agreements for Assignment of Development Rights," "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Completion Agreements," and "BONDOWNERS' RISKS – Completion of Phase 2 Project" herein.

ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS

Wrathell, Hunt & Associates, LLC (in such capacity, the "Assessment Consultant"), has prepared the Master Special Assessment Methodology Report dated March 28, 2023 (the "Master Assessment Report"), that allocates the total benefit derived from the District's CIP to the benefited lands in the District. In addition, the Assessment Consultant has prepared the Preliminary Second Supplemental Special Assessment Methodology Report dated March 5, 2026 (the "Supplemental Assessment Report" and, together with the Master Assessment Report, the "Assessment Report"), that allocates the Series 2026 Assessments to property within the District in proportion to the benefit derived from the Phase 2 Project. The Assessment Report is attached hereto as composite APPENDIX B.

Pursuant to the allocation methodology set forth in the Assessment Report, the Series 2026 Assessments levied in connection with the Series 2026 Bonds will be allocated on a per lot basis to the 129 platted residential lots within Phase 2 of the Development owned by Meritage Homes and the 140 platted residential lots within Phase 2 of the Development owned by Taylor Morrison (collectively and as previously defined, the "Series 2026 Assessment Area"). The Series 2026 Bonds were sized to correspond to the collection of Series 2026 Assessments from the 269 platted residential units within the Series 2026 Assessment Area. See "APPENDIX B – ASSESSMENT REPORT" attached hereto.

The table below presents the estimated principal and annual amounts of the Series 2026 Assessments that will be levied on the units within the Series 2026 Assessment Area in connection with the Series 2026 Bonds.

Product Type	# of Units	Est. Series 2026 Bonds Principal Per Unit*	Est. Series 2026 Bonds Gross Annual Debt Service Per Unit*
Building Pad </= 45'	192	$19,269	$1,450
Building Pad > 45'	77	23,122	1,740
Total	**269**		

* *Preliminary, subject to change. Annual assessment levels include gross-up of 4% for early payment and 2% for collection fees imposed by the County.*

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The following information appearing under the captions "THE DEVELOPMENT" and "THE DEVELOPERS" has been furnished by the Developers for inclusion in this Limited Offering Memorandum as a means for the prospective purchasers of the Series 2026 Bonds to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developers, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2026 Bonds, the Developers will represent in writing that the information herein under the captions "THE DEVELOPMENT," "THE DEVELOPERS," "LITIGATION – Developers," and "CONTINUING DISCLOSURE – Developers' Continuing Compliance" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

The Developers' obligation to pay the Series 2026 Assessments is limited solely to the obligation of any landowner within the District. The Developers are not guarantors of payment on any property within the District and the recourse for the Developers' failure to pay or otherwise comply with their obligations to the District is limited to their ownership interest in the land subject to the Series 2026 Assessments. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

THE DEVELOPMENT

General

Colbert Landings (as previously defined, the "Development") encompasses approximately 293 acres located on the west side of Colbert Lane just north of State Road 100 in the City of Palm Coast, Florida (as previously defined, the "City"). The Development is generally bordered by the conservation areas of Graham Swamp to the north, Colbert Lane to the east, mixed-use to the south and undeveloped land to the west. Primary access to the Development is available from Colbert Lane.

The Development is situated approximately thirty-five (35) miles south of historic St. Augustine and approximately twenty-five (25) miles north of Daytona Beach. The Daytona Beach International Airport is approximately twenty-eight (28) miles south of the Development via Interstate 95 which is accessible three (3) miles west of the Development off State Road 100.

The Development is located in close proximity to recreational opportunities, shopping and restaurants, as well as medical facilities. Flagler Beach is located approximately two and a half (2.5) miles east of the Development providing for various water-oriented recreational activities. Additionally, Wadsworth Park, located within two (2) miles of the Development via Colbert Lane and State Road 100, provides public tennis courts, play areas, sports facilities, a canoe launch, a skateboard park and a dog park. Palm Coast Landing at Town Center, containing over thirty-seven (37) retail stores including Super Target, TJ Maxx and Pet Smart, is located approximately five (5) miles west of the Development. Publix Super

Market at Beach Village is situated within approximately one and a half (1.5) miles of the Development off of State Road 100. In addition, medical care can be obtained at AdventHealth Palm Coast located approximately four (4) miles west of the Development.

As discussed in more detail under the heading "THE CAPITAL IMPROVEMENT PROGRAM AND PHASE 2 PROJECT," proceeds from the Series 2026 Bonds will fund a portion of the Phase 2 Project in the estimated amount of $4.8 million*. The Series 2026 Assessments securing the Series 2026 Bonds will be levied on the 129 platted residential lots within Phase 2 of the Development owned by Meritage Homes and the 140 platted residential lots within Phase 2 of the Development owned by Taylor Morrison.

Development activities in Phase 1, consisting of 213 residential units, are complete. Home sales to retail buyers in Phase 1 of the Development commenced in [_____], and as of February 1, 2026, approximately [_____] ([__]) homes have closed to end-users and an additional [_____] ([__]) homes are under contract.

Land Acquisition/Development Financing

In November 2022, the lands constituting the Development were purchased by Meritage Homes and Taylor Morrison for a total purchase price of $8.993 million and $10.384 million, respectively. In addition to the purchase price, the Developers reimbursed the seller for prepaid utility fees in the estimated amount of $760,000. There are no mortgages on the lands within the Development owned by Meritage Homes and Taylor Morrison.

Net proceeds of the Series 2026 Bonds will be used to acquire a portion of the Phase 2 Project in the aggregate approximate amount of $4.8 million*. The District does not intend to issue any additional Series of Bonds to fund additional portions of the CIP. Pursuant to the JDA, the Developers anticipate using equity to fund their respective pro-rata share of the remaining portions of the CIP not funded with proceeds of the Series 2023 Bonds or Series 2026 Bonds. As discussed further herein, development activities are complete within Phase 1 of the Development. Development activities in Phase 2 consisting of 269 platted residential units are underway and are anticipated to be complete in the [_____] quarter of 202[_]. As of February 1, 2026, Meritage Homes and Taylor Morrison estimate they have expended approximately $14.7 million and $14.0 million, respectively, in development-related expenditures.

Environmental

In June 2022, a Phase I Environmental Site Assessment ("ESA") was performed by Bio-Tech Consulting, Inc. on the 293 acres of land constituting the Development. The ESA revealed no direct evidence of recognized environmental conditions.

Zoning

The Development received rezoning approval in March 2021 pursuant to Zoning Ordinances 2021-3 and 2021-4 from the City as a single-family residential-1 (SFR-1) and

* Preliminary, subject to change.

preservation (PRS) zoning district providing for single-family detached units in a low to medium density neighborhood.

Permitting

As described in further detail in the Supplemental Engineer's Report, the Developers have obtained permits from the St. Johns River Water Management District and a Florida Department of Environmental Protection 404 wetland permit for stormwater management and wetland mitigation for the entire Development. Further, the Developers have obtained all necessary permits and approvals for the infrastructure to serve Phase 2 of the Development and constituting the Series 2026 Assessment Area.

Upon issuance of the Series 2026 Bonds, the Consulting Engineer will certify that any permits and approvals necessary to construct the Phase 2 Project that have not previously been obtained are expected to be obtained in the ordinary course of business.

Product Type/Phasing

The Development is planned to be developed in two (2) phases for the development of approximately 482 residential units. The information in the table below depicts the number of lots by product type for the two (2) planned development phases, which information is subject to change.

Product Type	Phase 1	Phase 2	Total
Meritage Homes			
Building Pad </= 45'	93	111	204
Building Pad > 45'	16	18	34
Subtotal	***109***	***129***	***238***
Taylor Morrison			
Building Pad </= 45'	89	81	170
Building Pad > 45'	15	59	74
Subtotal	***104***	***140***	***244***
Total	**213**	**269**	**482**

Development activities for Phase 1 containing 213 residential units are complete. Development activities for Phase 2 consisting of 269 platted residential units are underway and are anticipated to be complete in the [_____] quarter of 202[_]. Further, construction of the main spine road, Armoyan Drive, commencing at Colbert Lane and extending through Phase 1 to provide access to Phase 2 of the Development is complete.

Utilities

Florida Power and Light will provide electrical power to the Development. AT&T will provide phone, internet and cable services to the Development.

The Developers have each entered into an agreement, as assigned (together, the "Utility Agreement"), with the City for the Development whereby the City will provide water and wastewater services to the Development conditioned on the Developers meeting their obligations under the Utility Agreement including payment of a contribution in aid of construction totaling $2,345,523, of which $748,111 has been paid.

Model Homes/Sales Activity

Meritage Homes and Taylor Morrison are the exclusive builders within the Development. Each builder has constructed two (2) model homes which serve as an on-site sales center for each respective builder. Home sales to retail buyers in Phase 1 of the Development commenced in [_____] in conjunction with the grand opening. As of February 1, 2026, approximately [_____] ([__]) homes have closed to end-users and an additional [_____] ([__]) homes are under contract with retail buyers. Home sales in Phase 2 of the Development are planned to commence in the [_____] quarter of 2026.

Projected Absorption

In their capacity as both developers and homebuilders, the Developers intend on developing finished lots for subsequent home construction thereon and eventual sale to retail buyers for each of their respective lots. As previously mentioned, home sales activities in Phase 2 of the Development are anticipated to commence in the [_____] quarter of 2026. The following table sets forth the Developers' anticipated pace of residential home closings to retail buyers within Phase 2 of the Development and constituting the Series 2026 Assessment Area.

Product Type	2026	2027	2028	Total
Meritage Homes				
Building Pad </= 45'	36	40	35	111
Building Pad > 45'	8	10	0	18
Subtotal	***44***	***50***	***35***	***129***
Taylor Morrison				
Building Pad </= 45'	[__]	[__]	[__]	[__]
Building Pad > 45'	[__]	[__]	[__]	[__]
Subtotal	***[__]***	***[__]***	***[__]***	***140***
Total	**[__]**	**[__]**	**[__]**	**269**

The projections noted above are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See "BONDOWNERS' RISKS" herein.

Residential Product Offerings

Taylor Morrison is currently offering eight (8) floor plans ranging in size from 1,764 square feet to 2,921 square feet with home prices starting in the high $300,000s. Meritage Homes is currently offering homes ranging in size from 1,491 square feet to 3,422 square feet with home prices starting in the mid $300,000s. The table below illustrates the current product type and pricing information for the homes that are currently being offered within the Series 2026 Assessment Area, which information is subject to change.

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Product Type	Avg. Square Footage	Ave. Home Price
Building Pad </= 45'		
Single-family 50'	1,840	$371,990
Single-family 60'	2,006	$410,323
Building Pad > 45'		
Single-family 60'	2,083	$420,933
Single-family 70'	2,406	$484,929
Single-family 75'	2,774	$549,973

Recreational Facilities

The Development includes a clubhouse featuring a resort-style pool with a pool deck, playgrounds, two (2) pickleball courts and walking paths. The recreational facilities have been constructed and conveyed to the District, at a total construction cost of $[__] million.

Marketing

The Developers are jointly marketing the Development and have and will continue to undertake a comprehensive marketing effort for the Development including, without limitation, internet, social media, signage, realtor functions, and print and radio ads. Each homebuilder has employed their own webpage within their existing website dedicated to the Development. Currently, Meritage Homes has created a webpage for its product offerings which can be accessed by visiting www.meritagehomes.com/state/fl/palm-coast/colbert-landings. Similarly, Taylor Morrison has created a webpage for its product offerings which can be accessed by visiting www.taylormorrison.com/fl/jacksonville/palm-coast/colbert-landings. Further, the Developers will continue to sell homes from the four (4) model homes that are available for prospective homebuyers to tour.

Education

Currently, children residing in the Development would generally attend Old Kings Elementary School, Buddy Taylor Middle School and Flagler-Palm Coast High School, which received ratings of "A," "C," and "B," respectively, from the Florida Department of Eduction in 2025.

The Developers are required to pay a proportionate share mitigation payment in the aggregate amount of $1,735,200 or $3,600 per unit to satisfy public school concurrency requirements. The Developers have provided $1.446 million to satisfy such payment to date.

Fees and Assessments

Each property owner within Phase 2 of the Development will pay annual taxes, assessments and fees on an ongoing basis including ad valorem property taxes, Series 2026 Assessments, homeowners' association fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

Property Taxes. The current millage rate for the area of the County where the Development is located is approximately 18.1746 mills. Accordingly, by way of example, annual property taxes for a $450,000 taxable value home would be $8,179.

Homeowners' Association Fees. All homeowners residing in the Development will be subject to annual homeowners' association ("HOA") fees for architectural review, as well as operation and maintenance of the HOA-owned facilities. The HOA fees will vary annually based on the adopted budget by the HOA for a particular year. The estimated annual HOA fee in the Development for 2026 for all product types is $[__] and is subject to change.

District Special Assessments. All property owners within Phase 2 of the Development and constituting the Series 2026 Assessment Area will be subject to the Series 2026 Assessments levied in connection with the Series 2026 Bonds which are expected to be paid annually over a thirty (30) year period. In addition to the Series 2026 Assessments, all property owners within the Series 2026 Assessment Area will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the aforementioned Series 2026 Assessments and O&M Assessments at buildout that will be levied by the District for each of the respective product types within the Series 2026 Assessment Area.

Product Type	# of Units	Est. Series 2026 Bonds Principal Per Unit*	Est. Series 2026 Bonds Gross Annual Debt Service Per Unit*	Est. O&M Assessments at Buildout
Building Pad </= 45'	192	$19,269	$1,450	$1,453
Building Pad > 45'	77	23,122	1,740	1,743
Total	**269**			

* *Preliminary, subject to change. Annual assessment levels include gross-up of 4% for early payment and 2% for collection fees imposed by the County.*

Competition

The Developers expect that competition for the Development will primarily come from KB Home's community Beach Park Village in addition to Lennar Homes' community, Wexford Reserve, and Paytas Homes' community, Coastal Gables. This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those that the Developers feel pose primary competition to the homes to be constructed in the Development.

THE DEVELOPERS

The landowners of the lands constituting the Series 2026 Assessment Area are Meritage Homes of Florida, Inc., a Florida corporation (as previously defined, "Meritage Homes"), and Taylor Morrison of Florida, Inc., a Florida corporation (as previously defined, "Taylor Morrison"). Meritage Homes is the landowner of 129 platted residential units and Taylor Morrison is the landowner of 140 platted residential units within Phase 2 of the Development, together comprising the lands constituting the Series 2026 Assessment Area. Meritage Homes and Taylor Morrison are jointly serving in their capacity as the developer for the Series 2026 Assessment Area (together and as previously defined, the "Developers").

On August 23, 2022, Meritage Homes and Taylor Morrison entered into a Joint Development and Escrow Agreement (the "JDA"), as amended, to jointly develop the Development. The JDA designates Meritage Homes as the contract administrator who will,

on behalf of the Developers, coordinate the design and construction of the improvements within the Development. Taylor Morrison (51.2%) and Meritage Homes (48.8%) shall pay their proportional share of the costs of the improvements to fully develop the Development and are separately liable for their respective share. Each of the Developers provided an irrevocable letter of credit in the amount equal to its pro-rata share of the development cost of the Development. Any cost overrun shall be satisfied by additional funds from each of the Developers in accordance with their respective pro-rata share.

Meritage Homes

Meritage Homes is the fifth (5th) largest public homebuilder in the United States, based on homes closed in 2024, offering entry-level and first move-up homes across twelve (12) states. Operations span across Arizona, California, Colorado, Utah, Texas, Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee. Renowned as an industry leader in energy-efficient homebuilding, Meritage Homes has delivered more than 200,000 homes in its forty (40) year history.

Meritage Homes trades on the New York Stock Exchange under the symbol MTH. Meritage Homes is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the SEC. The file number for Meritage Homes is No. 1-9977. Such reports, proxy statements, and other information are available at the SEC's website at www.sec.gov and at the SEC's Public Reference Room at the SEC's Headquarters, located at 100 F Street, NE, Washington, D.C. 20549. All documents subsequently filed by Meritage Homes pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Taylor Morrison

The parent company of Taylor Morrison is Taylor Morrison Home Corporation ("TMHC"). TMHC's principal business is residential homebuilding with operations in twelve (12) states. TMHC trades on the New York Stock Exchange under the symbol TMHC. TMHC is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements, and other information with the SEC. The file number for TMHC is No. 001-35873. Such reports, proxy statements, and other information are available at the SEC's website at www.sec.gov and at the SEC's Public Reference Room at the SEC's Headquarters, located at 100 F Street, NE, Washington, D.C. 20549. All documents subsequently filed by TMHC pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of these risks are described in the section above entitled "ENFORCEMENT OF ASSESSMENT COLLECTIONS." However, certain additional risks are associated with the Series 2026 Bonds offered hereby. This section does not purport to summarize all risks that may be

associated with purchasing or owning the Series 2026 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum including all appendices hereto in its entirety to identify investment considerations relating to the Series 2026 Bonds.

Limited Pledge

The principal security for the payment of Debt Service on the Series 2026 Bonds is the timely collection of the Series 2026 Assessments. The Series 2026 Assessments do not constitute a personal indebtedness of the owners of the land subject thereto but are secured by a lien on such land. There is no assurance that the Developers or any subsequent landowner will be able to pay the Series 2026 Assessments or that they will pay such Series 2026 Assessments even though financially able to do so. Neither the Developers nor any subsequent landowner is a guarantor of payment of any Series 2026 Assessment and the recourse for the failure of the Developers or any subsequent landowner to pay the Series 2026 Assessments is limited to the collection proceedings against the land. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The District has not granted, and may not grant under State law, a mortgage or security interest in the Phase 2 Project. Furthermore, the District has not pledged the revenues, if any, from the operation of the Phase 2 Project as security for, or a source of payment of, the Series 2026 Bonds. The Series 2026 Bonds are payable solely from, and secured solely by, the Series 2026 Trust Estate, including the Series 2026 Assessments. The failure of the Developers or any subsequent landowner to pay the required Series 2026 Assessment on its property will not result in an increase in the amount of Series 2026 Assessments other landowners are or would be required to pay.

Concentration of Land Ownership and Bankruptcy Risks

Until further development takes place in the Series 2026 Assessment Area and assessable properties are sold to end users, payment of the Series 2026 Assessments is substantially dependent upon their timely payment by the Developers. In the event of the institution of bankruptcy or similar proceedings with respect to the Developers or any other subsequent significant owner of property subject to the Series 2026 Assessments, delays and impairment could occur in the payment of Debt Service on the Series 2026 Bonds as such bankruptcy could negatively impact the ability of (a) the Developers or any other landowner being able to pay the Series 2026 Assessments, (b) the County to sell tax certificates in relation to such property with respect to the Series 2026 Assessments being collected pursuant to the Uniform Method, and (c) the District's ability to enforce collection with respect to the Series 2026 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2026 Bonds, the Trustee and the District upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including during a bankruptcy of the Developers or any other landowner, the remedies specified by federal, State and local law and in the Indenture and the Series 2026 Bonds, including, without limitation, enforcement of the obligation to pay Series 2026 Assessments and the ability of the District to foreclose the lien of the Series 2026 Assessments, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

The inability, either partially or fully, to enforce available remedies respecting the Series 2026 Bonds could have a material adverse impact on the interest of the Owners thereof.

Delay and Discretion Regarding Remedies

Beyond legal delays that could result from bankruptcy, the ability of the County to sell tax certificates in regard to delinquent Series 2026 Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two (2) years. Similarly, the ability of the District to enforce collection of delinquent Series 2026 Assessments collected directly by the District will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2026 Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. If the District should commence a foreclosure action against a landowner for nonpayment of Series 2026 Assessments which are not being collected pursuant to the Uniform Method and that are delinquent, such landowner may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of Series 2026 Assessments that are not collected pursuant to the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure of such delinquent Series 2026 Assessments. It is possible that the District will not have sufficient funds and will be compelled to request the Owners of the Series 2026 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amount of Series 2026 Bond proceeds that can be used for such purpose. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

The assessment of the benefits to be received by the benefited land within the Series 2026 Assessment Area as a result of implementation and development of the Phase 2 Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2026 Assessments associated with it. To the extent that the realizable or market value of the land benefited by the Phase 2 Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to realize sufficient value from a foreclosure action, may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2026 Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2026 Bonds.

Landowner Challenge of Assessed Valuation

Under State law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2026 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2026 Assessment, even though the landowner is not contesting the amount of the Series 2026 Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least seventy-five percent (75%) of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification, or a determination that their improvements were substantially complete, must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Failure to Comply with Assessment Proceedings

The District is required to comply with statutory procedures in levying the Series 2026 Assessments. Failure of the District to follow these procedures could result in the Series 2026 Assessments not being levied or potential future challenges to such levy.

Other Taxes and Assessments

The willingness and/or ability of a landowner within the Series 2026 Assessment Area to pay the Series 2026 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as the City, the County, the Flagler County School District and other special districts could, without the consent of the owners of the land within the Series 2026 Assessment Area, impose additional taxes or assessments on the property within the Series 2026 Assessment Area. County, municipal, school and special district taxes and assessments, including the Series 2026 Assessments, and any additional voter-approved ad valorem taxes, are payable at the same time when collected pursuant to the Uniform Method, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment, such taxpayer cannot designate specific line items on the tax bill as deemed paid in full. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2026 Assessment, would result in such landowner's Series 2026 Assessment to not be fully collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2026 Bonds.

As referenced herein, the Series 2026 Assessments are levied on lands within the Series 2026 Assessment Area that are also subject to O&M Assessments and HOA fees. See "THE DEVELOPMENT – Fees and Assessments" herein.

Limited Secondary Market

The Series 2026 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2026 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2026 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2026 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2026 Bonds, depending on the progress of the Series 2026 Assessment Area, existing market conditions and other factors.

Inadequacy of Series 2026 Reserve Account

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2026 Assessments or a failure to collect the Series 2026 Assessments, but may not affect the timely payment of Debt Service on the Series 2026 Bonds because of the Series 2026 Reserve Account established by the District for the Series 2026 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2026 Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2026 Assessments, the Series 2026 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service on the Series 2026 Bonds could be materially adversely affected. Owners should note that although the Indenture contains the Series 2026 Reserve Account Requirement for the Series 2026 Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2026 Reserve Account to the Series 2026 Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2026 Reserve Account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2026 Assessments in order to provide for the replenishment of the Series 2026 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – No Parity Bonds; Limitation on Parity Assessments" herein.

Moneys on deposit in the Series 2026 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2026 Reserve Account to make up deficiencies or delays in collection of Series 2026 Assessments.

Regulatory and Environmental Risks

The Development is subject to comprehensive federal, State and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the Development. See "THE DEVELOPMENT – Permitting" herein.

The value of the land within the Series 2026 Assessment Area, the ability to complete the Phase 2 Project, and the likelihood of timely payment of Debt Service on the Series 2026

Bonds could be affected by environmental factors with respect to the lands in the Series 2026 Assessment Area, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the Series 2026 Assessment Area or from surrounding property, and what effect such may have on the development of the lands within the Series 2026 Assessment Area. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" herein.

Economic Conditions

The development of the Series 2026 Assessment Area may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developers or the District. Although the Series 2026 Assessment Area is anticipated to be developed as described herein, there can be no assurance that such development will occur or be realized in the manner or schedule currently anticipated.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurance can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of Debt Service on the Series 2026 Bonds.

Infectious Viruses and/or Diseases

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Developers, the timely and successful completion of the Series 2026 Assessment Area, and the construction and sale to purchasers of residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs.

Completion of Phase 2 Project

In the event the District does not have sufficient moneys on hand to complete the Phase 2 Project, there can be no assurance that the District will be able to raise, through the issuance of Bonds or otherwise, the moneys necessary to complete the Phase 2 Project. Pursuant to the Indenture, the District will covenant and agree that so long as the Series 2026 Bonds are Outstanding, it will not impose debt service Assessments for capital projects on any lands then subject to the Series 2026 Assessments without the written consent of the Majority Owners; provided, however, that such consent shall not be required if the Series

2026 Assessments have been Substantially Absorbed. Notwithstanding the foregoing, nothing in the Supplemental Indenture shall preclude the imposition of Assessments (or the issuance of Bonds secured by such Assessments) on property then subject to the Series 2026 Assessments which the District certifies are necessary for health, safety or welfare reasons; to remediate a natural disaster; for operation and maintenance purposes; or to effect repairs to or replacement of property, facilities or equipment of the District. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – No Parity Bonds; Limitation on Parity Assessments" herein. The Developers have agreed to fund or cause to be funded the completion of the Phase 2 Project and will enter into the Completion Agreements with the District as evidence thereof. There can be no assurance that the Developers will have sufficient resources to do so. Such obligations of the Developers are unsecured obligations. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Completion Agreements," "THE DEVELOPMENT," and "THE DEVELOPERS" herein.

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Owners of the Series 2026 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2026 Assessments. Failure to complete or substantial delays in the completion of the Phase 2 Project due to litigation or other causes may reduce the value of the lands in the Series 2026 Assessment Area and increase the length of time during which Series 2026 Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2026 Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2026 Bonds.

District May Not be Able to Obtain Permits

In connection with a foreclosure of lien of assessments prior to completion of a development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed herein, the District and the Developers will enter into the Collateral Assignments upon issuance of the Series 2026 Bonds in which the Developers collaterally assign to the District certain of their respective Development and Contract Rights relating to the development of the Series 2026 Assessment Area. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2026 Assessments to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the Developers and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the Series 2026 Assessment Area. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Agreements for Assignment of Development Rights" herein.

Damage to District from Natural Disasters

The value of the lands subject to the Series 2026 Assessments could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the lands within the District unable to support the construction of the Phase 2 Project or the development of the Series 2026 Assessment Area. The occurrence of

any such events could materially adversely affect the District's ability to collect Series 2026 Assessments and pay Debt Service on the Series 2026 Bonds. The Series 2026 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rates borne by the Series 2026 Bonds are, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2026 Bonds. These higher interest rates are intended to compensate investors in the Series 2026 Bonds for the risk inherent in the purchase of the Series 2026 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2026 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2026 Bonds and, in turn, may increase the burden of landowners within the Series 2026 Assessment Area, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2026 Assessments.

The Indenture does not contain an adjustment of the interest rates on the Series 2026 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the Tax Certificate executed by the District upon issuance of the Series 2026 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2026 Bonds become includable in gross income for federal income tax purposes, Owners of the Series 2026 Bonds will be required to pay income taxes on the interest received on such Series 2026 Bonds and related penalties. Because the interest rates on such Series 2026 Bonds will not be adequate to compensate Owners of the Series 2026 Bonds for the income taxes due on such interest, the value of the Series 2026 Bonds may decline. Prospective purchasers of the Series 2026 Bonds should evaluate whether they can own the Series 2026 Bonds in the event that the interest on the Series 2026 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this paragraph, the "Audited Bonds") issued by Village Center Community Development District ("Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local governmental body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all

refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements was closed without change to the tax-exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to Village Center CDD.

On February 23, 2016, the IRS issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provided guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump, the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (a) impose an undue financial burden on U.S. taxpayers, (b) add undue complexity to the federal tax laws, or (c) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that the Treasury Department and the IRS believed that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that the Treasury Department and the IRS would continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future. Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Village Center CDD and the TAMs may continue to be applicable in the absence of further guidance from the IRS.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status but has advised such districts that such districts must have public electors within five (5) years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six (6) years or when there are 250 qualified electors in the District. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all members of the Board were elected by the landowners within the District and none were elected by qualified electors. Although it is impossible to predict whether the IRS will select the Series 2026 Bonds for audit, the District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the Series 2026 Bonds are advised that, if the IRS does audit the Series 2026 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2026 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2026 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2026 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2026 Bonds would adversely affect the availability of any secondary market for the Series 2026 Bonds. Should interest on the Series 2026 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2026 Bonds be required to pay income taxes on the interest received on such Series 2026 Bonds and related penalties, but because the interest rates on such Series 2026 Bonds will not be adequate to compensate Owners of the Series 2026 Bonds for the income taxes due on such interest, the value of the Series 2026 Bonds may decline. See also "TAX MATTERS" herein.

Legislative Proposals and State Tax Reform

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2026 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2026 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2026 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2026 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2026 Bonds. There can be no assurance that any such legislation or proposal will be enacted and, if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2026 Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming State legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2026 Bonds. It should be noted that Section 190.016(14) of the Act provides in pertinent part that "the state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the assessments and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders." See "AGREEMENT BY THE STATE" herein.

Loss of Exemption from Securities Registration

Since the Series 2026 Bonds have not been, and will not be, registered under the Securities Act or any state securities laws, pursuant to the exemption for political subdivisions, and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of the Series 2026 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, Owners of the Series 2026 Bonds would need to ensure that subsequent transfers of the Series 2026 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Prepayment and Redemption Risk

The Series 2026 Bonds are subject to extraordinary mandatory redemption as a result of Prepayments of the Series 2026 Assessments by the Developers or subsequent owners of property within the District. Any such redemptions of the Series 2026 Bonds would be at the principal amount of such Series 2026 Bonds being redeemed plus accrued interest to the date of redemption. In such event, Owners of the Series 2026 Bonds may not realize their anticipated rate of return on the Series 2026 Bonds and Owners of any Premium Bonds (hereinafter defined) may receive less than the price they paid for the Series 2026 Bonds. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions" herein.

Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, Bond Counsel, District Counsel, Consulting Engineer, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

No Rating or Credit Enhancement

No application for a rating or credit enhancement for the Series 2026 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2026 Bonds had application been made.

Mortgage Default and FDIC

In the event a bank forecloses on property in the Series 2026 Assessment Area because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2026 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2026 Assessments.

ESTIMATED SOURCES AND USES OF BOND PROCEEDS

Sources of Funds	
Par Amount of Series 2026 Bonds	
Less/Plus Original Issue Discount/Premium	
Total Sources	
Uses of Funds	
Deposit to Series 2026-1 Acquisition and Construction Account (Meritage Homes of Florida, Inc.)	
Deposit to Series 2026-2 Acquisition and Construction Account (Taylor Morrison of Florida, Inc.)	
Deposit to Series 2026 Reserve Account	
Deposit to Series 2026 Capitalized Interest Account[(1)]	
Deposit to Series 2026 Costs of Issuance Account[(2)]	
Underwriter's Discount	
Total Uses	

(1) Represents Capitalized Interest on the Series 2026 Bonds through and including November 1, 2026.
(2) Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2026 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled Debt Service on the Series 2026 Bonds:

Period Ending November 1st	Principal	Interest	Annual Debt Service
Total			

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TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (as previously defined, the "Code"), includes requirements which the District must continue to meet after the issuance of the Series 2026 Bonds in order that the interest on the Series 2026 Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2026 Bonds. The District has covenanted in the Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications of the District and continuing compliance by the District with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Series 2026 Bonds is excludable from gross income of the holders thereof for federal income tax purposes, and, further, interest on the Series 2026 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2026 Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the Series 2026 Bonds and the income thereon are not subject to taxation under the laws of the State, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors as to the status of interest on the Series 2026 Bonds under the tax laws of any state other than the State.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2026 Bonds, or the ownership or disposition of the Series 2026 Bonds. Prospective purchasers of Series 2026 Bonds should be aware that the ownership of Series 2026 Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2026 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2026 Bonds, (iii) the inclusion of the interest on the Series 2026 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Series 2026 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion of interest on the Series 2026 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the IRS or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Premium and Discount

Certain of the Series 2026 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Certain of the Series 2026 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2026 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Series 2026 Bonds, adversely affect the market price or marketability of the Series 2026 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2026 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2026 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2026 Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2026 Bonds and proceeds from the sale of Series 2026 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2026 Bonds. This withholding generally applies if the owner of Series 2026 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2026 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder, requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District is not and has not ever been in default as to principal and interest on any bonds or other debt obligations.

VALIDATION

The Series 2026 Bonds are a portion of the Bonds that were validated by a Final Judgment of the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, entered on June 22, 2023. The period during which an appeal can be taken has expired with no appeal being taken.

LITIGATION

District

There is no litigation of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2026 Bonds, or in any way contesting or affecting (a) the validity of the Series 2026 Bonds, or any proceedings of the District taken with respect to the issuance or sale thereof, (b) the pledge or application of any moneys or security provided for the payment of the Series 2026 Bonds, (c) the existence or powers of the District, or (d) the validity of the Assessment Proceedings.

Developers

Meritage Homes. In connection with the issuance of the Series 2026 Bonds, Meritage Homes will represent to the District that there is no litigation of any nature now pending or, to the knowledge of Meritage Homes, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of Meritage Homes to complete the development of the Series 2026 Assessment Area as described herein or materially and adversely affect the ability of Meritage Homes to perform its obligations described in this Limited Offering Memorandum.

Taylor Morrison. In connection with the issuance of the Series 2026 Bonds, Taylor Morrison will represent to the District that there is no litigation of any nature now pending or, to the knowledge of Taylor Morrison, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of Taylor Morrison to complete the development of the Series 2026 Assessment Area as described herein or materially and adversely affect the ability of Taylor Morrison to perform its obligations described in this Limited Offering Memorandum.

CONTINUING DISCLOSURE

General

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the SEC (the "Rule"), the District, the Developers and Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Dissemination Agent"), will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District and the Developers have each covenanted for the benefit of the Owners of the Series 2026 Bonds to provide to the Dissemination Agent certain financial information and operating data relating to the District, the Series 2026 Assessment Area and the Series 2026 Bonds (the "Reports"), and to provide notices of the occurrence of certain enumerated material events. Such covenants by the District and the Developers shall only apply so long as the Series 2026 Bonds remain Outstanding under the Indenture or so long as the District or the Developers remains an "obligated person" pursuant to the Rule.

The Reports will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in

the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the Dissemination Agent with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed at the time of issuance of the Series 2026 Bonds. With respect to the Series 2026 Bonds, no parties other than the District and the Developers are obligated to provide, nor expected to provide, any continuing disclosure information with respect to the Rule. The foregoing covenants have been made in order to assist the Underwriter in complying with the Rule.

District Continuing Compliance

The District has previously entered into continuing disclosure undertakings with respect to the Series 2023 Bonds (the "Prior Undertakings"). A review of filings made pursuant to the Prior Undertakings indicates that the District has not materially failed to comply with the Prior Undertakings to date. [CONFIRM]

Developers' Continuing Compliance

Meritage Homes. Meritage Homes previously entered into a continuing disclosure undertaking with respect to the Series 2023-1 Bonds (the "2023-1 Prior Undertaking"). A review of filings made pursuant to the 2023-1 Prior Undertaking indicates that Meritage Homes has not materially failed to comply with its requirements under the 2023-1 Prior Undertaking to date. In addition, Meritage Homes has previously entered into continuing disclosure undertakings with respect to bonds issued by various other community development districts and special districts in the State (collectively, the "Meritage Prior Undertakings"). A review of filings made pursuant to the Meritage Prior Undertakings indicates that Meritage Homes has not materially failed to comply with its requirements under the Meritage Prior Undertakings to date. [CONFIRM]

Taylor Morrison. Taylor Morrison previously entered into a continuing disclosure undertaking with respect to the Series 2023-2 Bonds (the "2023-2 Prior Undertaking"). A review of filings made pursuant to the 2023-2 Prior Undertaking indicates that Taylor Morrison has not materially failed to comply with its requirements under the 2023-2 Prior Undertaking to date. In addition, Taylor Morrison has previously entered into continuing disclosure undertakings with respect to bonds issued by various other community development districts in the State (collectively, the "Taylor Morrison Prior Undertakings"). A review of filings made pursuant to the Taylor Morrison Prior Undertakings indicates that Taylor Morrison failed to file certain quarterly reports, failed to timely file certain quarterly reports (with such reports being filed between three (3) and eighty-nine (89) days late), and failed to file certain quarterly reports on all CUSIP numbers. Failure to file notices and failure to timely file notices were never filed except in one instance. Other than as set forth above, Taylor Morrison has not materially failed to comply with its requirements under the Taylor Morrison Prior Undertakings to date. [CONFIRM]

UNDERWRITING

The Underwriter has agreed, pursuant to a contract entered into with the District, subject to certain conditions, to purchase the Series 2026 Bonds from the District at a purchase price of $_____ (representing the par amount of the Series 2026 Bonds of

$_____, less/plus original issue discount/premium of $_____ and less an Underwriter's discount of $_____). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2026 Bonds if any are purchased.

The Underwriter intends to offer the Series 2026 Bonds at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing the Series 2026 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2026 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State and shall be and constitute security which may be deposited by banks or trust companies as security for deposits of State, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

LEGAL MATTERS

The Series 2026 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Greenberg Traurig, P.A., Tallahassee, Florida, Bond Counsel, as to the validity of the Series 2026 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kilinski | Van Wyk PLLC, Tallahassee, Florida, for Meritage Homes by its counsel, Williams, Parker, Harrison, Dietz & Getzen, PLLC, Sarasota, Florida, for Taylor Morrison by its counsel, Gunster, Yoakley & Stewart, P.A., Tampa, Florida, for the Trustee by its counsel, Aponte & Associates Law Firm, P.L.L.C., Orlando, Florida, and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the IRS or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2026 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect the taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds or other obligations and that it will not in any way impair the rights or remedies of such holders.

FINANCIAL STATEMENTS

The general-purpose financial statements of the District for the Fiscal Year ended September 30, 2024, included in this Limited Offering Memorandum have been audited by DiBartolomeo, McBee, Hartley & Barnes, P.A., independent certified public accountants, as stated in their report appearing in APPENDIX F. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general-purpose financial statements of the District are provided as publicly available documents. The auditor was not requested to, nor did they, perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein. The District has covenanted in the form of Disclosure Agreement set forth in APPENDIX E attached hereto to provide its annual audited financial statements to certain information repositories as described in APPENDIX E, commencing with the audit for the District Fiscal Year ending September 30, 2025. The Series 2026 Bonds are not general obligation bonds of the District and are payable solely from the Series 2026 Trust Estate. See "CONTINUING DISCLOSURE" herein.

EXPERTS AND CONSULTANTS

The references herein to Gulfstream Design Group, LLC, as Consulting Engineer, have been approved by said firm. The Engineer's Report prepared by such firm has been included as composite APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Report do not purport to be adequate summaries of the Phase 2 Project or the CIP or complete in all respects. Such Engineer's Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to Wrathell, Hunt & Associates, LLC, as Assessment Consultant, have been approved by said firm. The Assessment Report prepared by such firm has been included as composite APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Assessment Report do not purport to be adequate summaries of such Assessment Report or complete in all respects. Such Assessment Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, District Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2026 Bonds. Except for the payment of certain fees to District Counsel and the Assessment Consultant, the payment of the fees of the other professionals retained by the District is each contingent upon the issuance of the Series 2026 Bonds.

NO RATING OR CREDIT ENHANCEMENT

No application for a rating or credit enhancement for the Series 2026 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2026 Bonds had application been made.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2026 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of this Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expression of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District, the Developers, or the Development from the date hereof. However, certain parties to the transaction will, on the closing date of the Series 2026 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of this Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which this Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of this Limited Offering Memorandum to the date of closing of the Series 2026 Bonds that there has been no material adverse change in the information provided.

This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all foregoing statements.

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Martha Schiffer
Its: Chair

APPENDIX A

ENGINEER'S REPORT

APPENDIX B

ASSESSMENT REPORT

APPENDIX C

FORMS OF MASTER INDENTURE AND SUPPLEMENTAL INDENTURE

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

EXHIBIT D

FORMS OF CONTINUING DISCLOSURE AGREEMENTS

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the **"Disclosure Agreement"**) dated as of [Closing Date], is executed and delivered by **COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT** (the **"District"**), **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, and **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation (each, a **"Developer"** and together, the **"Developers"**), and **WRATHELL, HUNT & ASSOCIATES, LLC** (the **"Dissemination Agent"**) in connection with the issuance by the District of its $[Bond Amount] Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the **"Bonds"**). The Bonds are being issued pursuant to a Master Trust Indenture, dated as of November 1, 2023, as supplemented by a Third Supplemental Trust Indenture, dated as of March 1, 2026 (together, the **"Indenture"**), each between the District and U.S. Bank Trust Company, National Association, as trustee (the **"Trustee"**). The District, the Developers and the Dissemination Agent covenant and agree as follows:

1. **Purpose of the Disclosure Agreement**. This Disclosure Agreement is being executed and delivered by the District, the Developers and the Dissemination Agent for the benefit of the Beneficial Owners (hereinafter defined) of the Bonds, from time to time, and to assist the Participating Underwriter (hereinafter defined) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (**"SEC"**) pursuant to the Securities Exchange Act of 1934, as amended from time to time (the **"Rule"**).

The District, the Developers and the Dissemination Agent have no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction or a governmental regulatory agency that the Rule requires the District, the Developers or the Dissemination Agent (as the case may be) to provide additional information, the District, the Developers and the Dissemination Agent, as applicable, agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions**. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Filing Date" shall mean the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the Repository.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 3(a) hereof.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" shall mean the financial statements (if any) of the District for the applicable Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(a) hereof.

"Audited Financial Statements Filing Date" shall mean the date under State law by which a unit of local government must file its Audited Financial Statements with the State, which as of the date hereof is nine (9) months after the end of the Fiscal Year of such unit of local government, including the District.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" shall mean a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (a) as to the District, the District Manager or its designee, or such other person as the District shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent, (b) as to each Developer, the individual(s) executing this Disclosure Agreement on behalf of such Developer or such person(s) as such Developer shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent, and (c) as to any Obligated Person other than the Developers, such person(s) as the Obligated Person shall designate in writing to the Trustee and the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the District or an entity appointed by the District to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District pursuant to Section 10 hereof. Wrathell, Hunt & Associates, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean the person or entity serving as District Manager from time to time. As of the date hereof, Wrathell, Hunt & Associates, LLC is the District Manager.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either (a) or (b). The term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the fiscal year of the District, which is the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum dated [BPA Date], prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 7(a) hereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"MSRB Website" shall mean www.emma.msrb.org.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or any portion of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the District and each Developer; provided that each Developer shall be considered an Obligated Person hereunder so long as such Developer is responsible for payment of twenty percent (20%) or more of the Assessments levied on the lands within the Series 2026 Assessment Area owned by such Developer.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include Beneficial Owners of the Bonds.

"Participating Underwriter" shall mean MBS Capital Markets, LLC in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Quarterly Filing Date" shall mean the dates set forth in Section 6(a) hereof by which Quarterly Reports are required to be filed with the Repository.

"Quarterly Report" shall mean any Quarterly Report provided by a Developer or any Obligated Person, its successors or assigns pursuant to, and as described in, Sections 5 and 6 hereof.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at www.sec.gov/municipal/nrmsir. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through the MSRB Website.

"Series 2026 Assessment Area" shall have the meaning ascribed to such term in the Limited Offering Memorandum.

"State" shall mean the State of Florida.

3. Content of Annual Reports.

(a) The Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum, including:

(i) the amount of Assessments levied for the most recent prior Fiscal Year;

(ii) the amount of Assessments collected from property owners during the most recent prior Fiscal Year;

(iii) if available, the amount of delinquencies greater than 150 calendar days and, in the event that delinquencies amount to more than ten percent (10%) of the amount of Assessments due in any year, a list of delinquent property owners;

(iv) if available, the amount of tax certificates sold for lands within the District subject to the Assessments, if any, and the balance, if any, remaining for sale from the most recent prior Fiscal Year;

(v) the balances in all Funds and Accounts for the Bonds. Upon request, the District shall provide any Owners and the Dissemination Agent with this information more frequently than annually and, in such cases, within thirty (30) calendar days of the date of any written request from the Owners or the Dissemination Agent;

(vi) the total amount of Bonds Outstanding;

(vii) the amount of principal and interest due on the Bonds in the current Fiscal Year;

(viii) the most recent Audited Financial Statements of the District, unless such Audited Financial Statements have not yet been prepared, in which case

unaudited financial statements shall be included in a format similar to the Audited Financial Statements; and

(ix) any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by specific reference to documents available to the public on the MSRB Website or filed with the SEC, including offering documents of debt issues of the District or related public entities, which have been submitted to the Repository. The District shall clearly identify any document incorporated by reference.

(c) The District and the Disclosure Representative of the District represent and warrant that they will supply, in a timely fashion, any information available to the District or the Disclosure Representative of the District and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Disclosure Representative of the District and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, the Disclosure Representative of the District or others as thereafter disseminated by the Dissemination Agent.

(d) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

4. Provision of Annual Reports.

(a) Subject to the following sentence, the District shall provide the Annual Report to the Dissemination Agent no later than March 30th after the close of the Fiscal Year (the **"Annual Filing Date"**), commencing with the Fiscal Year ending September 30, 2026, in an electronic format as prescribed by the Repository. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) hereof; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the Audited Financial Statements Filing Date, if they are not available by the Annual Filing Date. If the Audited Financial Statements are not available at the time of the filing of the Annual Report, unaudited financial statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements. If the District's Fiscal Year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 7(a). The District shall file a copy of its Audited Financial Statements for the Fiscal Year ended September 30, 2025 on or before June 30, 2026. The Dissemination Agent shall immediately file the Annual Report or Audited Financial Statements, as applicable, upon receipt from the District with each Repository.

(b) If on the fifteenth (15th) calendar day prior to each Annual Filing Date and/or Audited Financial Statements Filing Date, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative of the District by telephone and in writing (which may be by e-mail) to remind the District of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 4(a) above. Upon such reminder, the Disclosure Representative of the District shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or Audited Financial Statements, as applicable, in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the District will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the time required under this Disclosure Agreement, state the date by which the Annual Report or Audited Financial Statements, as applicable, for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(xv) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report or Audited Financial Statements, as applicable, the name, address and filing requirements of any Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the District certifying that the Annual Report or Audited Financial Statements, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

5. Content of Quarterly Reports.

(a) Each Developer shall provide a Quarterly Report that contains the following information with respect to the lands owned by such Developer in the Series 2026 Assessment Area if such information is not otherwise provided pursuant to subsection (b) of this Section 5:

(i) a description and status of the infrastructure improvements in the District that have been completed and that are currently under construction, including infrastructure financed by the Bonds;

(ii) the number of assessable residential units planned on property subject to the Assessments;

(iii) the number of residential units closed with end users subject to the Assessments;

(iv) the number of residential units under contract with end users subject to the Assessments;

(v) the estimated date of complete build-out of residential units subject to the Assessments;

(vi) whether such Developer has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;

(vii) the status of development approvals for the Series 2026 Assessment Area that would affect property subject to the Assessments;

(viii) materially adverse changes or determinations to permits or approvals for the Series 2026 Assessment Area which necessitate changes to such Developer's land-use or other plans for the Series 2026 Assessment Area that would affect property subject to the Assessments;

(ix) updated plan of finance for the Series 2026 Assessment Area (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of such Developer or an affiliate, additional mortgage debt, etc.) that would affect property subject to the Assessments;

(x) any event that has a material adverse impact on the implementation of the development of the Series 2026 Assessment Area as described in the Limited Offering Memorandum or on such Developer's ability to undertake the development of their respective portion of the Series 2026 Assessment Area as described in the Limited Offering Memorandum that would affect property subject to the Assessments; and

(xi) any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) Any of the items listed in subsection (a) above may be incorporated by reference from other documents which are available to the public on the MSRB Website or filed with the SEC. Each Developer shall clearly identify each such other document so incorporated by reference.

(c) Each Developer and each Disclosure Representative of such Developer represent and warrant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. Each Developer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by such Developer, the Disclosure Representative of such Developer and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by such Developer, the Disclosure Representative of such Developer or others as thereafter disseminated by the Dissemination Agent.

(d) If a Developer sells, assigns or otherwise transfers ownership of real property in the Series 2026 Assessment Area subject to the Assessments to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "**Transfer**"), such Developer hereby agrees to require such third party to assume

the disclosure obligations of such Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, 7 and 9 hereof, the term "**Developer**" shall be deemed to include each of such Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that such Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve such Developer from its obligations hereunder.

6. Provision of Quarterly Reports.

(a) Each Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall provide a Quarterly Report to the Dissemination Agent no later than January 31 (for each calendar quarter ending December 31), April 30 (for each calendar quarter ending March 31), July 31 (for each calendar quarter ending June 30), and October 31 (for each calendar quarter ending September 30) after the end of each calendar quarter, commencing July 31, 2026, for the calendar quarter ending June 30, 2026; provided, however, that so long as such Developer is a reporting company, such dates shall be extended to the date of filing of its respective 10-K or 10-Q, if later, as the case may be (each, a "**Quarterly Filing Date**"). At such time as a Developer is no longer an Obligated Person, such Developer will no longer be obligated to prepare any Quarterly Report pursuant to this Disclosure Agreement. The Dissemination Agent shall immediately file the Quarterly Report upon receipt from a Developer with each Repository.

(b) If on the seventh (7^{th}) calendar day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Disclosure Representative of such Developer by telephone and in writing (which may be by e-mail) to remind such Developer of its undertaking to provide the Quarterly Report pursuant to Section 6(a) above. Upon such reminder, the Disclosure Representative of such Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that such Developer will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Quarterly Report will be provided. If the Dissemination Agent has not received a Quarterly Report that contains the information in Section 5 of this Disclosure Agreement by the Quarterly Filing Date, a Listed Event described in Section 7(a)(xv) shall have occurred and the District and such Developer hereby direct the Dissemination Agent to immediately send a notice to each Repository in electronic format as required by such Repository, no later than the following Business Day in substantially the form attached as Exhibit A hereto, with a copy to the District.

(c) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name, address and filing requirements of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with each Developer and the District certifying that the Quarterly Report

has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

7. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 7, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds and each Developer shall give, or cause to be given, notice of the occurrence of items (x), (xii), (xiii), (xv), (xvi), (xvii) and (xviii) of the following events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in item (xv) below, which notice shall be given in a timely manner:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties*;

(v) substitution of credit or liquidity providers, or their failure to perform*;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of the holders of the Bonds, if material;

(viii) bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) ratings changes†;

(xii) an Event of Bankruptcy or similar event of an Obligated Person;

(xiii) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a

* There is no credit enhancement for the Bonds as of the date hereof.

† The Bonds are not rated as of the date hereof.

definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) notice of any failure on the part of the District to meet the requirements of Sections 3 and 4 hereof or of a Developer to meet the requirements of Sections 5 and 6 hereof;

(xvi) termination of the District's or a Developer's obligations under this Disclosure Agreement prior to the final maturity of the Bonds, pursuant to Section 9 hereof;

(xvii) incurrence of a Financial Obligation of the District or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District or Obligated Person, any of which affect security holders, if material;

(xviii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or Obligated Person, any of which reflect financial difficulties;

(xix) occurrence of an Event of Default under the Indenture (other than as described in clause (i) above);

(xx) any amendment to the Indenture or this Disclosure Agreement modifying the rights of the Owners of the Bonds; and

(xxi) any amendment to the accounting principles to be followed by the District in preparing its financial statements, as required by Section 11 hereof.

(b) The notice required to be given in Section 7(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

8. **Identifying Information**. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to: (a) the category of information being provided; (b) the period covered by any Annual Financial Information, financial statement or other financial information or operating data; (c) the issues or specific securities to which such documents are related (including CUSIP numbers, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (d) the name of any Obligated Person other than the District; (e) the name and date of the document being submitted; and (f) contact information for the submitter.

9. **Termination of Disclosure Agreement**. The District's obligations hereunder shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the District for payment of the Bonds, or if the Rule is repealed or no longer in effect. Each Developer's obligations

hereunder shall terminate at the earlier of the legal defeasance, prior redemption or payment in full of all of the Bonds, or at such time as such Developer is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Bonds, the District and/or such Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. Dissemination Agent. The District will either serve as the Dissemination Agent or appoint one under this Disclosure Agreement. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the District or the Dissemination Agent, the District agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of the Dissemination Agent under this Disclosure Agreement for the benefit of the Owners of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the District shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, LLC may terminate its role as Dissemination Agent at any time upon delivery of written notice to the District and the Developers. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District or the Developers pursuant to this Disclosure Agreement.

11. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District, the Developers and the Dissemination Agent (if the Dissemination Agent is not the District) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a), 6 or 7, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the District and/or a Developer, or the type of business conducted;

(b) the Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of counsel expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the District, the Developers and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to

comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time without any other conditions.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District and/or a Developer shall describe such amendment in its next Annual Report or Quarterly Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District or a Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed by the District in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(a), and (ii) the Annual Report or Audited Financial Statements, as applicable, for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District or a Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report, Quarterly Report, or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Agreement. If the District or a Developer chooses to include any information in any Annual Report, Quarterly Report, or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District or such Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Quarterly Report, or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the District, an Obligated Person, a Disclosure Representative, or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Participating Underwriter or the Beneficial Owners of more than fifty percent (50%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall) or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District, an Obligated Person, a Disclosure Representative, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the District, an Obligated Person, a Disclosure Representative, or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format. Anything herein to the contrary notwithstanding, in the event that a Disclosure Representative and the Dissemination

Agent are the same party, such party's limited duties in their capacity as Dissemination Agent, as described hereinabove, shall not in any way relieve or limit such party's duties in their capacity as Disclosure Representative under this Disclosure Agreement.

15. **Beneficiaries**. This Disclosure Agreement shall inure solely to the benefit of the District, the Developers, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Bonds (the Trustee, the Participating Underwriter and Beneficial Owners of the Bonds being hereby deemed express third-party beneficiaries of this Disclosure Agreement) and shall create no rights in any other person or entity.

16. **Counterparts**. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. **Governing Law**. This Disclosure Agreement shall be governed by the laws of the State and federal law.

18. **Trustee Cooperation**. The District represents that the Dissemination Agent is a bona fide agent of the District and directs the Trustee to deliver to the Dissemination Agent, at the expense of the District, any information or reports it requests that the District has a right to request from the Trustee (inclusive of balances, payments, etc.) that are in the possession of and readily available to the Trustee.

19. **Binding Effect**. This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to a Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

20. **Undertakings**. Each Developer represents that it has instituted internal processes to provide information to the Dissemination Agent on a timely basis and obtained assurances from the Dissemination Agent that they will in turn request the required reporting information timely and file such information timely with the appropriate Repository.

[Remainder of Page Intentionally Left Blank]

SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT
(Colbert Landings Community Development District)

IN WITNESS WHEREOF, the undersigned have executed this Disclosure Agreement as of the date and year set forth above.

Consented and Agreed to by:

WRATHELL, HUNT & ASSOCIATES, LLC, and its successors and assigns, as Disclosure Representative

By: _____
Name: _____
Title: _____

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chair, Board of Supervisors

Joined by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee for purposes of Sections 13, 15 and 18 only

By: _____
Name: _____
Title: _____

WRATHELL, HUNT & ASSOCIATES, LLC, as initial Dissemination Agent

By: _____
Name: _____
Title: _____

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, as a Developer

By: _____
Name: _____
Title: _____

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, as a Developer

By: _____
Name: _____
Title: _____

EXHIBIT A TO CONTINUING DISCLOSURE AGREEMENT
(Colbert Landings Community Development District)

NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT/QUARTERLY REPORT/
AUDITED FINANCIAL STATEMENTS

Name of District:	Colbert Landings Community Development District (the "District")
Obligated Person(s):	Colbert Landings Community Development District Meritage Homes of Florida, Inc. and Taylor Morrison of Florida, Inc. (each a "Developer" and together, the "Developers")
Name of Bond Issue:	$[Bond Amount] Special Assessment Revenue Bonds, Series 2026 (Assessment Area Three) (the "Bonds")
Date of Issuance:	[Closing Date]
CUSIPS:	[_____]

NOTICE IS HEREBY GIVEN that the [District] [Developer] has not provided [an Annual Report] [Audited Financial Statements] [a Quarterly Report] with respect to the above-named Bonds as required by [Section 4] [Section 6] of the Continuing Disclosure Agreement dated [Closing Date], among the District, the Developers and the Dissemination Agent named therein. The [District] [Developer] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____ _____, Dissemination Agent

cc: [District]
[Developer]
Participating Underwriter

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2026-03

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(ASSESSMENT AREA THREE)

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026; MAKING CERTAIN ADDITIONAL FINDINGS AND ADOPTING AND CONFIRMING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE SERIES 2026 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Colbert Landings Community Development District ("**District**") previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolutions No. 2023-25 and 2023-28 (together, "**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on March 5, 2026, and in order to finance all or a portion of what is known as the Phase 2 Project, as defined herein, the District adopted Resolution 2026-02 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Agreement* and other agreements, and sell its Special Assessment Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

WHEREAS, the District intends to secure the Series 2026 Bonds by levying debt service special assessments on benefiting property in certain lands located within the boundaries of the District and generally described in the attached **Exhibit A** ("**Assessment Area Three**"); to secure repayment of the Series 2026 Bonds ("**Series 2026 Assessments**") pursuant to the terms of the Master Assessment Resolution, and in accordance with the master and supplemental trust indentures applicable to the Series 2026 Bonds; and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Series 2026 Assessments, among other actions.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, Florida Statutes, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

a. The *Engineer's Report for the Colbert Landings Community Development District,* dated March 28, 2023 ("**Master Engineer's Report**"), as supplemented by the *2026 Supplemental Engineer's Report for the Colbert Landings Community Development District, Phase 2,* dated March 5, 2026, attached to this Resolution as **Exhibit B** ("**Supplemental Engineer's Report**" and together with the Master Engineer's Report, the "**Engineer's Report**"), identifies and describes, among other things, the presently expected components and estimated costs of the District's Capital Improvement Plan (the portion identified in the Supplemental Engineer's Report and which is anticipated to be financed with the Series 2026 Bonds, being hereinafter called the "**Phase 2 Project**"). The District hereby confirms that the Phase 2 Project serves a proper, essential and valid public purpose. The Supplemental Engineer's Report is hereby approved, adopted, and confirmed in substantial form.

The District authorizes and ratifies its use in connection with the sale of the Series 2026 Bonds, subject to any changes deemed necessary under Section 4.a herein.

b. The *Supplemental Special Assessment Methodology Report*, dated March 5, 2026, attached to this Resolution as **Exhibit C** ("**Supplemental Assessment Methodology Report**"), applies the master assessment methodology set forth in the *Master Special Assessment Methodology for Colbert Landings Community Development District,* dated March 28, 2023 ("**Master Assessment Methodology Report**" and, together with the Supplemental Assessment Methodology Report," the "**Assessment Methodology Report**") to the Phase 2 Project and, as finalized, to the actual terms of the Series 2026 Bonds. The Assessment Methodology Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Series 2026 Bonds, subject to any changes deemed necessary under Section 4.a. herein.

c. Generally speaking, and subject to the terms of **Exhibit B** and **Exhibit C**, the Phase 2 Project benefits all developable property within Assessment Area Three as described in **Exhibit A** attached hereto. Moreover, the benefits from the Phase 2 Project funded by the Series 2026 Bonds equal or exceed the amount of the Series 2026 Assessments, as described in **Exhibit C**, and such Series 2026 Assessments are fairly and reasonably allocated across all developable property in the District. It is reasonable, proper, just and right to assess the portion of the costs of the Phase 2 Project to be financed with the Series 2026 Bonds to the specially benefited properties within the District as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIENS SECURING THE SERIES 2026 BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Series 2026 Bonds and the final amount of the lien of the Series 2026 Assessments. In connection with the closing on the sale of the Series 2026 Bonds, District staff is authorized to:

a. Prepare final versions of the Supplemental Engineer's Report and Supplemental Assessment Methodology Report attached hereto as **Exhibit B** and **Exhibit C**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:

i. the Series 2026 Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,

ii. the final versions of each report shall be approved by the Chairperson or, in the Chairperson's absence, the Vice Chairperson, and in the absence or unavailability of the Vice Chairperson, any other member of the Board, and

iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of assessments pledged to the issuance of the Series 2026 Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.

b. After pricing, the preliminary Supplemental Assessment Methodology Report shall be replaced by the Final Supplemental Assessment Methodology Report incorporating the actual terms of the Series 2026 Bonds.

c. After pricing, there shall be attached **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Series 2026 Bonds, (ii) Sources and Uses of Funds for Series 2026 Bonds, and (iii) Annual Debt Service Payment Due on Series 2026 Bonds.

d. Upon closing on the District's Series 2026 Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Series 2026 Assessments and in the Official Records of Flagler County, Florida, or such other instrument evidencing the actions taken by the District. The lien of the Series 2026 Assessments shall be the principal amount due on the Series 2026 Bonds and the lien of the Series 2026 Assessments shall be the principal amount due on the Series 2026 Bonds, each together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s) and shall cover all developable acreage within Assessment Area Three, as further provided in the Series 2026 Assessment Roll included in the Supplemental Assessment Methodology Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Methodology Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be

benefitted by the Phase 2 Project and reallocate the Series 2026 Assessments securing the Series 2026 Bonds in order to impose Series 2026 Assessments on the newly added and benefited property, as may be applicable.

5. **ALLOCATION AND COLLECTION OF THE SERIES 2026 ASSESSMENTS.**

a. The Series 2026 Assessments shall be allocated in accordance with **Exhibit C** and the Master Assessment Report. The final Supplemental Assessment Methodology Report shall reflect the actual terms of the issuance of the Series 2026 Bonds. The Series 2026 Assessments shall be paid in not more than thirty (30) years of installments of principal and interest.

b. The Series 2026 Bonds are payable from and secured by the Series 2026 Trust Estate, which includes the Series 2026 Pledged Revenues and the Series 2026 Pledged Funds. The Series 2026 Pledged Revenues consist primarily of the revenues received by the District from the Series 2026 Assessments levied against certain lands in the District that are subject to assessment as a result of the Phase 2 Project or any portion thereof. The Series 2026 Pledged Funds include all of the Funds and Accounts (except for the Series 2026 Rebate Account) established by the First Supplemental Indenture, as applicable. The Series 2026 Bonds are payable from and secured by the Series 2026 Trust Estate, which includes the Series 2026 Pledged Revenues and the Series 2026 Pledged Funds. The Series 2026 Pledged Revenues consist primarily of the revenues received by the District from the Series 2026 Assessments levied against certain lands in the District that are subject to assessment as a result of the Phase 2 Project or any portion thereof. The Series 2026 Pledged Funds include all of the Funds and Accounts (except for the Series 2026 Rebate Account) established by the Second Supplemental Indenture, as applicable.

c. The District hereby certifies the Series 2026 Assessments for collection and authorizes and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Flagler County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2026 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2026 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect the Series 2026 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

6. **IMPACT FEE CREDITS.** In in lieu of receiving impact fee credits (if any) from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address the credits, as set forth in any applicable *Acquisition Agreement* between the District and the project developer(s) and/or landowner(s).

7. **PREPAYMENT OF SERIES 2026 ASSESSMENTS.** Any owner of property subject to the Series 2026 Assessments or Series 2026 Assessments may, at its option, pre-pay the entire amount of such applicable assessments any time, or a portion of the amount of such assessments up to two (2) times (or as otherwise provided by the applicable Supplemental Indenture for the respective series of Series 2026 Bonds), plus any applicable interest (as provided for in the applicable Supplemental Indenture for the respective series of Series 2026 Bonds), attributable to the property subject to the applicable Series 2026 Assessments owned by such owner. In connection with any prepayment of Series 2026 Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable Supplemental Indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's Series 2026 Bonds, the Series 2026 Assessments and Series 2026 Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Series 2026 Assessments and Series 2026 Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit A** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairperson, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2026 Bonds, and final levy of the Series 2026 Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chairperson is hereby authorized to act in the stead of the Chairperson in any undertaking authorized or required of the Chairperson hereunder, and in the absence of the Chairperson and Vice Chairperson, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Series 2026 Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

13. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

APPROVED and **ADOPTED** this 5th day of March, 2026.

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____
Chair/Vice Chair, Board of Supervisors

ATTEST:

_____
Secretary/Assistant Secretary

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

10

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

10A

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

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the "**Assignment**") is made and entered into as of this 5th day of March 2026, by and between:

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, and the landowner of certain lands within the District, hereinafter called Assessment Area Three, with a mailing address of 13901 Sutton Park Drive South, Suite C-350, Jacksonville, Florida 32224 (together with its successors and assigns, the "**Landowner**" or "**Assignor**"); and

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Palm Coast, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**" or "**Assignee**").

RECITALS

WHEREAS, the District was established by ordinance enacted by the City Council of the City of Palm Coast, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner is currently the primary owner of certain lands located within the boundaries of the District and generally described in the attached **Exhibit A** ("**Assessment Area Three**"); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in its *Engineer's Report for the Colbert Landings Community Development District*, dated March 28, 2023 (the "**Master Engineer's Report**" and the improvements detailed therein, the "**Capital Improvement Plan**"), as supplemented by that certain *Supplemental Engineers Report for Colbert Landings Community Development District, Phase 2*, dated March 5, 2026 ("**Supplemental Engineer's Report**" and the project detailed therein, the "**Phase 2 Project**" and together with the Master Engineer's Report, the "**Engineer's Report**"); and

WHEREAS, the Phase 2 Project is estimated to cost a total amount of approximately $5,577,014.71; and

WHEREAS, the Landowner entered into that certain *Joint Development and Escrow Agreement*, as amended, between the Landowner and Taylor Morrison of Florida, Inc. ("**Meritage**") whereby the Landowner and Meritage agreed to pay their proportional share of costs of development of the Capital Improvement Plan, including the Phase 2 Project; and

WHEREAS, a Final Judgment was issued on June 22, 2023, validating the authority of the District to issue up to $57,370,000 in aggregate principal amount of Colbert Landings Community Development District Special Assessment Revenue Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing its $6,500,000 Special Assessment Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**") to finance all or a portion of the Phase 2 Project and such bonds are being issued pursuant to that certain Master Trust Indenture dated as of November 1, 2023 (the "**Master Indenture**"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), as supplemented by a Third Supplemental Trust Indenture dated as of March 1, 2026, (collectively with the Master Indenture, hereinafter the "**Indentures**"); and

WHEREAS, the Phase 2 Project will benefit all lands within the District, as described in the District's *Master Special Assessment Methodology for Colbert Landings Community Development District,* dated March 28, 2023 (the "**Master Assessment Report**"), as supplemented by the District's *Supplemental Special Assessment Methodology Report, Phase 2*, dated March 5, 2026 ("**Supplemental Assessment Report**" and together with the Master Assessment Report, the "**Assessment Report**") as well as set forth in the Engineer's Report; and

WHEREAS, the District has taken the steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2026 Bonds; and

WHEREAS, the District's special assessments securing the Series 2026 Bonds include the Series 2026 Assessments to secure repayment of the Series 2026 Bonds ("**Series 2026 Assessments**") imposed on Assessment Area Three within the District, as more specifically described in Resolutions 2023-25, 2023-28 and 2026-03 (collectively, "**Assessment Resolutions**"); and

WHEREAS, Assignor has acquired, or hereafter may acquire, certain rights ("**Development and Contract Rights**") in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect Assessment Area Three (collectively, "**Contract Documents**"); and

WHEREAS, the District and the Landowner anticipate development of Assessment Area Three and the allocation of Series 2026 Assessments thereon, consistent with the Engineer's

Report and the Assessment Report relating to the Phase 2 Project until such time as the final platting of Assessment Area Three (and the payment of any true-up amounts due and securing the Series 2026 Bonds) is completed ("**Development Completion**"); and

WHEREAS, in the event of default in the payment of the Series 2026 Assessments securing the Series 2026 Bonds, the District has certain remedies with respect to the lien of the Series 2026 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law ("**Remedial Rights**"); and

WHEREAS, as inducement to the District to issue the Series 2026 Bonds, it is necessary to require the collateral assignment of the Development and Contract Rights for Assessment Area Three to complete the Phase 2 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the Assessment Report allocable to Assessment Area Three; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Phase 2 Project, as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2026 Assessments levied against Assessment Area Three owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of Assessment Area Three, successors-in-interest (including successors in interest that are affiliates of Landowner) to Assessment Area Three shall be subject to this Assignment, which shall be recorded in the Official Records of Flagler County, Florida, except as to Prior Transfers (defined below); and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Capital Improvement Plan, including the Phase 2 Project; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the occurrence of certain events described herein.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Assignment.

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2. COLLATERAL ASSIGNMENT.

(a) In the event of Assignor's default in the payment of the Series 2026 Assessments securing the Series 2026 Bonds, the Assignee shall be entitled to exercise its Remedial Rights to secure control and/or title to Assessment Area Three. Such exercise of Remedial Rights by Assignee may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity to hold title to Assessment Area Three, as designee of the Assignee. The Assignor hereby agrees to unconditionally collaterally assign to Assignee or its designee, to the extent assignable, and to the extent that they are owned or controlled by Assignor, all of its Development and Contract Rights as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2026 Assessments levied against Assessment Area Three. Notwithstanding any contrary terms in this Assignment: the Development and Contract Rights exclude (x) any portion of the Development and Contract Rights which relates solely to lands which have been conveyed to third party end users effective as of such conveyance in the course of ordinary business, and (y) any portion of the Development and Contract Rights which relates solely to any portion of Assessment Area Three which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Palm Coast, Florida, Flagler County, Florida, Assignee, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's or property owner's association, or any other governing entity or association as may be required by the applicable permits, approvals, entitlements or regulations affecting the District, if any, and the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a "**Prior Transfer**"). Subject to the foregoing, the Development and Contract Rights shall include the items listed in subsections (i) through (ix), but not be limited to, the following:

i. Any declaration of covenants of a homeowner's association governing Assessment Area Three, as recorded in the Official Records of Flagler County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "Landowner" or "Declarant" thereunder.

ii. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, and other improvements to or affecting Assessment Area Three.

iii. Preliminary and final plats and/or site plans for Assessment Area Three.

iv. Architectural plans and specifications for public buildings and other improvements to Assessment Area Three, other than those associated with homebuilding and home construction.

v. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of Assessment Area Three and

construction of improvements thereon.

vi. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of Assessment Area Three or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

vii. Franchise or other agreements for the provision of water and wastewater service to Assessment Area Three, and all hookup fees and utility deposits paid by Assignor in connection therewith.

viii. Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of Assessment Area Three by Assignor in connection with the development of Assessment Area Three or the construction of improvements thereon.

ix. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

(b) This Assignment is not intended to and shall not impair or interfere with the development of lands within the District, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2026 Assessments levied against Assessment Area Three owned by the Assignor, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment. Further, this Assignment is not intended to restrict nor shall it be construed as restricting Assignor's ability to assign Development and Contract Rights in the ordinary course of business, and the Assignor expressly retains the right and a license to use, enforce, sue upon, make claim under and upon and otherwise exercise all rights and remedies of the Assignor related to or arising from the Development and Contract Rights in the event an assignment of Development and Contract Rights under this Assignment becomes effective. However, to the extent the Landowner's exercise of rights set forth above causes the District to incur any cost, the Landowner agrees to pay such cost. Moreover, the Landowner agrees not to exercise any rights provided for herein in a manner adverse to the District's interests.

(c) If this Assignment has not become absolute, any portion not previously terminated and/or property released in connection with a Prior Transfer shall automatically

terminate upon the earliest to occur of the following events (herein, the "**Term**"): (i) payment of the Series 2026 Bonds in full; or (ii) completion of the Phase 2 Project. At Landowner's request and the District's confirmation that the provisions of the foregoing have been satisfied, District and Landowner will record a notice or other appropriate instrument in the Public Records of Flagler County, Florida, confirming the end of the Term. Without limiting the foregoing, upon a Prior Transfer, the portion of Assessment Area Three so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment whether or not the Term has expired as to any other portion of Assessment Area Three and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of Assessment Area Three so transferred without making exception for this Assignment.

3. ASSIGNOR WARRANTIES. Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale of land to purchasers located within Assessment Area Three and in the ordinary course of business, Assignor has made no assignment of the Development and Contract Rights to any person other than Assignee.

(b) To the actual knowledge of Assignor and except as permitted or stated herein, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.

(c) To the actual knowledge of Assignor, there is no material default under the terms of the existing Contract Documents and all such Contract Documents remain in full force and effect.

(d) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(e) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(f) Any transfer, conveyance or sale of Assessment Area Three, shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment (including successors-in-interest that are affiliates of Landowner), except to the extent constituting a Prior Transfer.

4. ASSIGNOR COVENANTS. Assignor covenants with Assignee that during the Term:

(a) Assignor will use commercially reasonable efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to Assignee of any claim of material default relating to the Development and Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

5. ASSIGNEE OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

6. EVENT(S) OF DEFAULT. Any material breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and after failure to cure within a reasonable cure period in light of the default (which cure period shall not be less than sixty (60) days (and shall not be construed to extend any other cure periods provided hereunder) unless Assignee, in its sole discretion, agrees to a longer cure period) constitute an Event of Default ("**Event of Default**"). Additionally, the failure to timely pay the Series 2026 Assessments levied and imposed upon Assessment Area Three owned by Assignor shall constitute an Event of Default.

7. REMEDIES UPON EVENT OF DEFAULT. Upon an Event of Default, Assignee or Assignee's designee may, as Assignee's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development and Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

(c) Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of Assessment Area Three or the performance of Assignor's obligations under the Contract Documents. Neither entry upon and taking possession of Assessment Area Three nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignee under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and/or

(d) Demand, effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from Assignee following an Event of Default, that Assignor use commercially reasonable efforts: (i) at the sole cost and expense of Assignor, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the

Contract Documents or the obligations or liabilities of Assignor or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice following an Event of Default, Assignor will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2026 Bonds) nor waive or release any third party from the performance of any obligation to be performed or liability assumed under the terms of the Contract Documents or from liability on account of any warranty given by such third party, without the prior consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Assignor will not at any time knowingly take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District or the District's bondholders.

8. AUTHORIZATION OF PERFORMANCE. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between Assignor, as the debtor, and Assignee, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code, and Assignor grants to Assignee a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, Assignee shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

10. SUCCESSORS; THIRD-PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of Assessment Area Three here from upon a Prior Transfer.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Series 2026 Bonds, shall have the right to directly enforce the provisions of this Assignment. The Trustee shall not be deemed to have assumed any obligations under this Assignment. This Assignment may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Holders of the Series 2026 Bonds, which consent shall not be unreasonably withheld.

11. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Subject to the second paragraph of Section 10 herein, amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by both the District and the Landowner.

13. AUTHORIZATION OF EXECUTION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the execution of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this Assignment.

14. NOTICES. All notices, requests, consents and other communications under this Assignment (the "**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

A.	If to the District:	Colbert Landings CDD c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
	With a copy to:	Kilinski | Van Wyk PLLC 517 East College Avenue Tallahassee, FL 32301 Attn: District Counsel
B.	If to the Landowner:	Meritage Homes of Florida, Inc. 13901 Sutton Park Drive South, Suite C-350 Jacksonville, Florida 32224 Attn: _____

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery to the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

15. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in Flagler County, Florida.

17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Chapter 119, *Florida Statutes*, and other applicable Florida public records laws. The Landowner shall comply with all public records requirements, including but not limited to the requirement to: (a) keep and maintain public records that ordinarily and necessarily would be required by the District to perform the services under this Agreement; (b) provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Landowner upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. **IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE DISTRICT MANAGER'S OFFICE HEREIN PROVIDED.**

18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

22. TERMINATION. This Assignment shall continue in effect until it is rescinded in writing by the mutual assent of the parties. This Assignment shall also be terminated upon full payment of the Series 2026 Assessments securing the Series 2026 Bonds, as evidenced by a Termination of Assignment recorded by the District.

23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Landowner certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Landowner agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

24. EFFECTIVE DATE. This Assignment shall be effective after execution by both the District and the Landowner.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

_____
Witness Signature
Printed name: _____

_____
Witness Signature
Printed name: _____

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation

_____
By: _____
Its: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026 , by _____, as _____of Meritage Homes of Florida, Inc., for and on behalf of said entity. He/She ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

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WI WITNESSES:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____
Witness Signature
Printed name:_____
Address: _____
_____

_____
By: Martha Schiffer
Its: Chairperson

_____
Witness Signature
Printed name:_____
Address: _____
_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026 by Martha Schiffer, as Chairperson of the Board of Supervisors of the Colbert Landings Community Development District, for and on behalf of the District. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

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Exhibit A
Series 2026 Assessment Area

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORD IN PLAT BOOK 42, PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LOCATED IN SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14, COLBERT LANDINGS PHASE 1 LOCATED IN THE ABOVE SAID SECTION, TOWNSHIP, RANGE, FLAGLER COUNTY, FLORIDA: THENCE SOUTH 89°29'08" WEST, 125.00 FEET; THENCE NORTH 00°30'52" WEST, 75.72 FEET; THENCE NORTH 88°16'22" WEST, 50.04 FEET; THENCE NORTH 00°30'52" WEST, 0.86 FEET; THENCE NORTH 74°20'25" WEST, 130.01 FEET; THENCE NORTH 27°04'00" WEST, 22.41 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 57°12'35", A TANGENT LENGTH OF 13.63 FEET, THE LONG CHORD OF WHICH BEARS NORTH 19°50'43" EAST FOR A DISTANCE OF 23.94 FEET WITH A RADIAL LINE IN OF NORTH 41°32'59" WEST AND A RADIAL LINE OUT OF NORTH 81°14'26" EAST FOR AN ARC LENGTH OF 24.96 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 39.96 FEET, A CENTRAL ANGLE OF 29°50'12", THE RADIUS OF WHICH BEARS SOUTH 81°14'26" WEST, THE CHORD OF WHICH BEARS NORTH 23°40'40" WEST FOR A DISTANCE OF 77.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 78.11 FEET; THENCE NORTH 38°35'46" WEST, 332.40 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 41.18 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS NORTH 51°24'14" EAST, THE CHORD OF WHICH BEARS NORTH 53°56'55" WEST FOR A DISTANCE OF 79.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 80.39 FEET; THENCE NORTH 69°18'05" WEST, 129.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.36 FEET, A CENTRAL ANGLE OF 67°26'46", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 76°58'32" WEST FOR A DISTANCE OF 38.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.20 FEET; THENCE SOUTH 43°15'09" WEST, 80.16 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 46°44'51" EAST, THE CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE SOUTH 46°44'51" EAST, 97.68 FEET; THENCE SOUTH 43°15'09" WEST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 50.32 FEET; THENCE SOUTH 45°57'01" WEST, 50.06 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A TANGENT LENGTH OF 25.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 35.36 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'09" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°15'09" WEST, 755.62 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT

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WITH A RADIUS OF 475.00 FEET, A TANGENT LENGTH OF 152.35 FEET, A CENTRAL ANGLE OF 35°33'56", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS SOUTH 61°02'07" WEST FOR A DISTANCE OF 290.14 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 294.85 FEET; THENCE SOUTH 03°23'12" EAST, 50.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'03", A TANGENT LENGTH OF 22.82 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 58°02'37" EAST FOR A DISTANCE OF 33.71 FEET WITH A RADIAL LINE IN OF SOUTH 10°26'08" EAST AND A RADIAL LINE OUT OF NORTH 74°20'55" EAST FOR AN ARC LENGTH OF 36.99 FEET; THENCE SOUTH 15°39'05" EAST, 381.67 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 96.21 FEET, A CENTRAL ANGLE OF 57°36'03", THE RADIUS OF WHICH BEARS NORTH 74°20'55" EAST, THE CHORD OF WHICH BEARS SOUTH 44°27'07" EAST FOR A DISTANCE OF 168.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.93 FEET; THENCE SOUTH 73°15'08" EAST, 568.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 22.05 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 16°44'52" EAST, THE CHORD OF WHICH BEARS SOUTH 78°50'59" EAST FOR A DISTANCE OF 43.89 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.96 FEET; THENCE SOUTH 84°26'49" EAST, 169.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 05°33'11" WEST, THE CHORD OF WHICH BEARS SOUTH 39°26'49" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 05°33'11" WEST, 401.33 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 19.92 FEET, A CENTRAL ANGLE OF 10°07'01", THE RADIUS OF WHICH BEARS SOUTH 84°26'49" EAST, THE CHORD OF WHICH BEARS SOUTH 00°29'40" WEST FOR A DISTANCE OF 39.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.73 FEET; THENCE SOUTH 04°33'51" EAST, 88.26 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.09 FEET, A CENTRAL ANGLE OF 86°06'43", A TANGENT LENGTH OF 23.44 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 42°17'53" WEST FOR A DISTANCE OF 34.26 FEET WITH A RADIAL LINE IN OF SOUTH 89°14'32" WEST AND A RADIAL LINE OUT OF SOUTH 04°38'45" EAST FOR AN ARC LENGTH OF 37.71 FEET; THENCE SOUTH 07°34'30" EAST, 50.07 FEET; THENCE NORTH 85°26'09" EAST, 527.70 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 33.13 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 87°41'39" EAST FOR A DISTANCE OF 65.79 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 65.95 FEET; THENCE SOUTH 80°49'28" EAST, 138.72 FEET; THENCE SOUTH 80°49'28" EAST, 60.86 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 186.01 FEET, A CENTRAL ANGLE OF 79°09'39", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS SOUTH 41°14'38" EAST FOR A DISTANCE OF 286.72 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 310.86 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “A”; THENCE SOUTH 01°39'48" EAST, 438.65 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 77.16 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 17°20'12" EAST FOR A DISTANCE OF 148.58 FEET; THENCE

DRAFT

ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 150.45 FEET; THENCE SOUTH 33°00'36" EAST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 56°59'24" WEST, THE CHORD OF WHICH BEARS SOUTH 11°59'24" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 56°59'24" WEST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A TANGENT LENGTH OF 178.08 FEET, A CENTRAL ANGLE OF 57°26'24", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS SOUTH 85°42'36" WEST FOR A DISTANCE OF 312.34 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 325.82 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 13.18 FEET, A CENTRAL ANGLE OF 55°35'03", THE RADIUS OF WHICH BEARS NORTH 24°25'48" EAST, THE CHORD OF WHICH BEARS NORTH 37°46'41" WEST FOR A DISTANCE OF 23.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.25 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 117.80 FEET, A CENTRAL ANGLE OF 124°28'58", THE RADIUS OF WHICH BEARS SOUTH 80°00'51" WEST, THE CHORD OF WHICH BEARS NORTH 72°13'38" WEST FOR A DISTANCE OF 109.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 134.70 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “B”; THENCE NORTH 44°28'07" WEST, 123.89 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 19.15 FEET, A CENTRAL ANGLE OF 8°25'07", A TANGENT LENGTH OF 1.41 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°58'09" EAST FOR A DISTANCE OF 2.81 FEET WITH A RADIAL LINE IN OF SOUTH 53°14'24" EAST AND A RADIAL LINE OUT OF NORTH 44°49'18" WEST FOR AN ARC LENGTH OF 2.81 FEET; THENCE NORTH 47°59'56" EAST, 13.29 FEET; THENCE , ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.86 FEET, A CENTRAL ANGLE OF 20°12'51", A TANGENT LENGTH OF 9.96 FEET, THE LONG CHORD OF WHICH BEARS NORTH 36°14'52" EAST FOR A DISTANCE OF 19.60 FEET WITH A RADIAL LINE IN OF NORTH 43°38'43" WEST AND A RADIAL LINE OUT OF SOUTH 63°51'34" EAST FOR AN ARC LENGTH OF 19.71 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 92°58'44", A TANGENT LENGTH OF 202.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 77°20'44" EAST FOR A DISTANCE OF 278.50 FEET WITH A RADIAL LINE IN OF SOUTH 33°50'07" EAST AND A RADIAL LINE OUT OF NORTH 59°08'38" EAST FOR AN ARC LENGTH OF 311.58 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 43°17'29", A TANGENT LENGTH OF 77.39 FEET, THE LONG CHORD OF WHICH BEARS NORTH 81°40'34" EAST FOR A DISTANCE OF 143.86 FEET WITH A RADIAL LINE IN OF NORTH 13°19'19" EAST AND A RADIAL LINE OUT OF SOUTH 29°58'10" EAST FOR AN ARC LENGTH OF 147.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 12°22'39", A TANGENT LENGTH OF 45.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°05'57" WEST FOR A DISTANCE OF 89.48 FEET WITH A RADIAL LINE IN OF NORTH 70°42'44" EAST AND A RADIAL LINE OUT OF SOUTH 83°05'23" WEST FOR AN ARC LENGTH OF 89.65 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 415.00 FEET, A TANGENT LENGTH OF 19.02 FEET, A CENTRAL ANGLE OF 5°14'49", THE RADIUS OF WHICH BEARS NORTH 83°05'23" EAST, THE CHORD OF WHICH BEARS NORTH 04°17'13" WEST FOR A DISTANCE OF 37.99 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 38.00 FEET; THENCE NORTH 01°39'48" WEST, 438.67 FEET;

DRAFT

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 84.98 FEET, A CENTRAL ANGLE OF 79°10'28", A TANGENT LENGTH OF 70.27 FEET, THE LONG CHORD OF WHICH BEARS NORTH 41°14'58" WEST FOR A DISTANCE OF 108.30 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'16" WEST AND A RADIAL LINE OUT OF NORTH 09°09'48" EAST FOR AN ARC LENGTH OF 117.43 FEET; THENCE NORTH 80°49'28" WEST, 199.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A TANGENT LENGTH OF 16.26 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS NORTH 87°41'39" WEST FOR A DISTANCE OF 32.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.37 FEET; THENCE SOUTH 85°26'09" WEST, 397.75 FEET; THENCE SOUTH 67°41'30" WEST, 52.50 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 43°31'49", A TANGENT LENGTH OF 15.97 FEET, THE LONG CHORD OF WHICH BEARS NORTH 72°47'56" WEST FOR A DISTANCE OF 29.66 FEET WITH A RADIAL LINE IN OF SOUTH 38°57'58" WEST AND A RADIAL LINE OUT OF NORTH 04°33'51" WEST FOR AN ARC LENGTH OF 30.39 FEET; THENCE SOUTH 85°26'09" WEST, 199.46 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.16 FEET, A CENTRAL ANGLE OF 30°49'13", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 70°01'33" WEST FOR A DISTANCE OF 29.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.59 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 207.00 FEET, A TANGENT LENGTH OF 12.40 FEET, A CENTRAL ANGLE OF 06°51'22", THE RADIUS OF WHICH BEARS NORTH 35°23'04" WEST, THE CHORD OF WHICH BEARS SOUTH 58°02'37" WEST FOR A DISTANCE OF 24.76 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.77 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 14.05 FEET, A CENTRAL ANGLE OF 43°44'22", THE RADIUS OF WHICH BEARS SOUTH 28°31'42" EAST, THE CHORD OF WHICH BEARS SOUTH 39°36'07" WEST FOR A DISTANCE OF 26.07 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 26.72 FEET; THENCE NORTH 72°16'04" WEST, 26.66 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 62°39'21", A TANGENT LENGTH OF 122.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 75°01'00" WEST FOR A DISTANCE OF 210.05 FEET WITH A RADIAL LINE IN OF NORTH 16°20'40" WEST AND A RADIAL LINE OUT OF SOUTH 46°18'41" WEST FOR AN ARC LENGTH OF 220.90 FEET; THENCE NORTH 62°51'15" WEST, 42.54 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 52°02'26", A TANGENT LENGTH OF 19.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°07'32" EAST FOR A DISTANCE OF 35.10 FEET WITH A RADIAL LINE IN OF NORTH 62°51'15" WEST AND A RADIAL LINE OUT OF NORTH 65°06'19" EAST FOR AN ARC LENGTH OF 36.33 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 202.00 FEET, A TANGENT LENGTH OF 45.52 FEET, A CENTRAL ANGLE OF 25°23'54", THE RADIUS OF WHICH BEARS NORTH 65°06'19" EAST, THE CHORD OF WHICH BEARS NORTH 12°11'44" WEST FOR A DISTANCE OF 88.81 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86°39'32" EAST, 140.56 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 17°37'42", A TANGENT LENGTH OF 9.61 FEET, THE LONG CHORD OF WHICH BEARS NORTH 02°52'25" EAST FOR A DISTANCE OF 19.00 FEET WITH A RADIAL LINE IN OF NORTH 84°03'33" EAST AND A RADIAL LINE OUT OF NORTH 78°18'44" WEST FOR AN ARC LENGTH OF 19.08 FEET; THENCE NORTH 86°39'32" WEST, 145.02 FEET; THENCE, ALONG

DRAFT

A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 13°56'07", A TANGENT LENGTH OF 3.67 FEET, THE LONG CHORD OF WHICH BEARS NORTH 35°17'10" WEST FOR A DISTANCE OF 7.28 FEET WITH A RADIAL LINE IN OF SOUTH 61°40'53" WEST AND A RADIAL LINE OUT OF NORTH 47°44'47" EAST FOR AN ARC LENGTH OF 7.30 FEET; THENCE NORTH 51°21'25" EAST, 38.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 52°51'38", A TANGENT LENGTH OF 92.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 42°09'39" EAST FOR A DISTANCE OF 166.47 FEET WITH A RADIAL LINE IN OF SOUTH 74°16'10" EAST AND A RADIAL LINE OUT OF NORTH 21°24'33" WEST FOR AN ARC LENGTH OF 172.52 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET, A TANGENT LENGTH OF 94.28 FEET, A CENTRAL ANGLE OF 53°30'36", THE RADIUS OF WHICH BEARS SOUTH 21°24'33" EAST, THE CHORD OF WHICH BEARS SOUTH 84°39'14" EAST FOR A DISTANCE OF 168.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 174.64 FEET; THENCE NORTH 85°26'09" EAST, 67.25 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 7°56'14", A TANGENT LENGTH OF 24.28 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°35'03" EAST FOR A DISTANCE OF 48.45 FEET WITH A RADIAL LINE IN OF NORTH 87°36'56" EAST AND A RADIAL LINE OUT OF NORTH 84°26'49" WEST FOR AN ARC LENGTH OF 48.49 FEET; THENCE NORTH 05°33'11" EAST, 301.33 FEET; NORTH 84°26'49" WEST, 69.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET, A TANGENT LENGTH OF 34.30 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 05°33'11" EAST, THE CHORD OF WHICH BEARS NORTH 78°50'59" WEST FOR A DISTANCE OF 68.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 68.39 FEET; THENCE NORTH 73°15'08" WEST, 451.87 FEET; THENCE SOUTH 40°18'38" WEST, 28.31 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 66°16'25", A TANGENT LENGTH OF 22.85 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°03'17" WEST FOR A DISTANCE OF 38.26 FEET WITH A RADIAL LINE IN OF SOUTH 83°04'55" WEST AND A RADIAL LINE OUT OF NORTH 16°48'31" EAST FOR AN ARC LENGTH OF 40.48 FEET; THENCE NORTH 73°09'58" WEST, 82.05 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 49°29'04", A TANGENT LENGTH OF 140.56 FEET, THE LONG CHORD OF WHICH BEARS NORTH 46°52'45" WEST FOR A DISTANCE OF 255.31 FEET WITH A RADIAL LINE IN OF NORTH 18°22'43" EAST AND A RADIAL LINE OUT OF SOUTH 67°51'46" WEST FOR AN ARC LENGTH OF 263.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°43'31", A TANGENT LENGTH OF 10.54 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°03'07" WEST FOR A DISTANCE OF 19.43 FEET WITH A RADIAL LINE IN OF SOUTH 67°48'38" WEST AND A RADIAL LINE OUT OF NORTH 22°05'07" EAST FOR AN ARC LENGTH OF 19.95 FEET; THENCE NORTH 09°41'16" EAST, 29.40 FEET; THENCE NORTH 15°39'05" WEST, 287.50 FEET; THENCE SOUTH 85°44'23" WEST, 351.00 FEET; THENCE SOUTH 85°44'23" WEST, 5.59 FEET; THENCE SOUTH 51°21'49" WEST, 14.94 FEET; THENCE SOUTH 04°15'37" EAST, 1.71 FEET; THENCE SOUTH 27°09'21" WEST, 45.43 FEET; THENCE NORTH 64°19'35" WEST, 17.83 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 42°38'23", A TANGENT LENGTH OF 9.76 FEET, THE LONG CHORD OF WHICH BEARS NORTH 85°38'52" WEST FOR A DISTANCE OF 18.18 FEET WITH A RADIAL LINE IN OF SOUTH 25°40'19" WEST AND A RADIAL LINE OUT OF NORTH 16°58'04" WEST FOR AN ARC LENGTH OF 18.61 FEET; THENCE, ALONG A REVERSE

DRAFT

CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 39.01 FEET, A CENTRAL ANGLE OF 22°58'20", THE RADIUS OF WHICH BEARS NORTH 16°58'04" WEST, THE CHORD OF WHICH BEARS SOUTH 84°31'07" WEST FOR A DISTANCE OF 76.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 76.98 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 16.54 FEET, A CENTRAL ANGLE OF 66°59'12", THE RADIUS OF WHICH BEARS SOUTH 06°00'17" WEST, THE CHORD OF WHICH BEARS SOUTH 62°30'41" WEST FOR A DISTANCE OF 27.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.23 FEET; THENCE NORTH 36°10'52" WEST, 35.30 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 112°42'56", A TANGENT LENGTH OF 281.01 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°10'16" WEST FOR A DISTANCE OF 311.36 FEET WITH A RADIAL LINE IN OF NORTH 20°28'15" EAST AND A RADIAL LINE OUT OF NORTH 46°48'48" WEST FOR AN ARC LENGTH OF 367.88 FEET; THENCE SOUTH 46°48'48" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 15°35'00", A TANGENT LENGTH OF 8.48 FEET, THE LONG CHORD OF WHICH BEARS NORTH 50°58'42" EAST FOR A DISTANCE OF 16.81 FEET WITH A RADIAL LINE IN OF SOUTH 46°48'48" EAST AND A RADIAL LINE OUT OF NORTH 31°13'48" WEST FOR AN ARC LENGTH OF 16.86 FEET; THENCE NORTH 31°13'48" WEST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 24°15'25", A TANGENT LENGTH OF 40.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 70°53'54" EAST FOR A DISTANCE OF 78.58 FEET WITH A RADIAL LINE IN OF SOUTH 31°13'48" EAST AND A RADIAL LINE OUT OF NORTH 06°58'23" WEST FOR AN ARC LENGTH OF 79.17 FEET; THENCE NORTH 60°57'02" EAST, 41.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 49°45'51", A TANGENT LENGTH OF 16.23 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 53°55'54" EAST FOR A DISTANCE OF 29.45 FEET WITH A RADIAL LINE IN OF NORTH 60°57'02" EAST AND A RADIAL LINE OUT OF SOUTH 11°11'11" WEST FOR AN ARC LENGTH OF 30.40 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 27.53 FEET, A CENTRAL ANGLE OF 16°19'11", THE RADIUS OF WHICH BEARS SOUTH 11°11'11" WEST, THE CHORD OF WHICH BEARS SOUTH 70°39'14" EAST FOR A DISTANCE OF 54.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.69 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.65 FEET, A CENTRAL ANGLE OF 31°45'59", THE RADIUS OF WHICH BEARS NORTH 27°30'22" EAST, THE CHORD OF WHICH BEARS SOUTH 78°22'38" EAST FOR A DISTANCE OF 30.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 30.49 FEET; THENCE NORTH 85°44'23" EAST, 75.29 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 10.59 FEET, A CENTRAL ANGLE OF 33°39'54", THE RADIUS OF WHICH BEARS NORTH 04°15'37" WEST, THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC

DRAFT

LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT

DRAFT

LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE

DRAFT

OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET;

DRAFT

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT

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CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “A” ON THE WEST RIGHT OF WAY OF TEQUESTA COURT; THENCE NORTH 88°20'12" EAST, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING OF TRACT 2; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 70°51'33", A TANGENT LENGTH OF 195.65 FEET, THE LONG CHORD OF WHICH BEARS NORTH 37°05'35" WEST FOR A DISTANCE OF 318.84 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'12" WEST AND A RADIAL LINE OUT OF NORTH 17°28'39" EAST FOR AN ARC

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LENGTH OF 340.10 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 19.31 FEET, A CENTRAL ANGLE OF 75°21'10", THE RADIUS OF WHICH BEARS NORTH 17°28'39" EAST, THE CHORD OF WHICH BEARS NORTH 34°50'46" WEST FOR A DISTANCE OF 30.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.88 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A TANGENT LENGTH OF 26.48 FEET, A CENTRAL ANGLE OF 23°55'30", THE RADIUS OF WHICH BEARS NORTH 87°10'11" WEST, THE CHORD OF WHICH BEARS NORTH 09°07'56" WEST FOR A DISTANCE OF 51.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 52.20 FEET; THENCE NORTH 68°54'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 6°37'38", A TANGENT LENGTH OF 14.47 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 17°46'52" EAST FOR A DISTANCE OF 28.90 FEET WITH A RADIAL LINE IN OF SOUTH 68°54'19" WEST AND A RADIAL LINE OUT OF NORTH 75°31'57" EAST FOR AN ARC LENGTH OF 28.92 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 14°36'10", A TANGENT LENGTH OF 51.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 55°34'36" EAST FOR A DISTANCE OF 101.67 FEET WITH A RADIAL LINE IN OF SOUTH 27°07'19" WEST AND A RADIAL LINE OUT OF NORTH 41°43'29" EAST FOR AN ARC LENGTH OF 101.95 FEET; THENCE SOUTH 49°38'59" EAST, 62.51 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 16°33'17", A TANGENT LENGTH OF 4.36 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 29°56'45" EAST FOR A DISTANCE OF 8.64 FEET WITH A RADIAL LINE IN OF NORTH 68°19'53" EAST AND A RADIAL LINE OUT OF SOUTH 51°46'37" WEST FOR AN ARC LENGTH OF 8.67 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 405.00 FEET, A TANGENT LENGTH OF 133.78 FEET, A CENTRAL ANGLE OF 36°33'35", THE RADIUS OF WHICH BEARS SOUTH 51°46'37" WEST, THE CHORD OF WHICH BEARS SOUTH 19°56'36" EAST FOR A DISTANCE OF 254.06 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 258.43 FEET; THENCE SOUTH 01°39'48" EAST, 325.12 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 62.30 FEET, A CENTRAL ANGLE OF 121°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 62°20'12" EAST FOR A DISTANCE OF 61.03 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 74.13 FEET; THENCE NORTH 56°59'24" EAST, 112.27 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 56°59'24" WEST, 320.09 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “C”; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS NORTH 78°00'36" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 33°00'36" WEST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 63.13 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 17°20'12" WEST FOR A DISTANCE OF 121.57 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 123.10 FEET; THENCE NORTH 01°39'48" WEST, 438.65 FEET TO THE POINT OF BEGINNING.

AND ALSO:

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COMMENCING AT THE PREVIOUSLY MENTIONED POINT “B” ON THE RIGHT OF WAY OF REGAL DRIVE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 18°09'10", A TANGENT LENGTH OF 9.90 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 36°27'18" WEST FOR A DISTANCE OF 19.56 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF NORTH 44°28'07" WEST FOR AN ARC LENGTH OF 19.64 FEET TO A POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 147°12'05", A TANGENT LENGTH OF 210.67 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 46°13'19" EAST FOR A DISTANCE OF 118.96 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF SOUTH 29°49'22" EAST FOR AN ARC LENGTH OF 159.29 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 12.85 FEET, A CENTRAL ANGLE OF 54°25'09", THE RADIUS OF WHICH BEARS SOUTH 29°49'22" EAST, THE CHORD OF WHICH BEARS NORTH 87°23'12" EAST FOR A DISTANCE OF 22.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 23.74 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 206.18 FEET, A CENTRAL ANGLE OF 57°36'23", THE RADIUS OF WHICH BEARS NORTH 24°35'47" EAST, THE CHORD OF WHICH BEARS NORTH 85°47'35" EAST FOR A DISTANCE OF 361.35 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.03 FEET; THENCE NORTH 56°59'24" EAST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 78°00'36" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 33°00'36" EAST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 95.75 FEET, A CENTRAL ANGLE OF 57°22'09", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS SOUTH 61°41'40" EAST FOR A DISTANCE OF 168.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.22 FEET; THENCE NORTH 89°37'15" EAST, 209.73 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 65°02'49", A TANGENT LENGTH OF 39.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 56°43'06" EAST FOR A DISTANCE OF 66.67 FEET WITH A RADIAL LINE IN OF NORTH 00°45'30" WEST AND A RADIAL LINE OUT OF SOUTH 65°48'19" EAST FOR AN ARC LENGTH OF 70.39 FEET; THENCE SOUTH 65°48'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 65°38'40", A TANGENT LENGTH OF 120.62 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 57°01'01" WEST FOR A DISTANCE OF 202.72 FEET WITH A RADIAL LINE IN OF NORTH 65°48'19" WEST AND A RADIAL LINE OUT OF SOUTH 00°09'39" EAST FOR AN ARC LENGTH OF 214.25 FEET; THENCE SOUTH 89°37'15" WEST, 208.60 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A TANGENT LENGTH OF 110.86 FEET, A CENTRAL ANGLE OF 40°33'45", THE RADIUS OF WHICH BEARS NORTH 00°22'45" WEST, THE CHORD OF WHICH BEARS NORTH 70°05'53" WEST FOR A DISTANCE OF 207.98 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 212.38 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 53°12'23", A TANGENT LENGTH OF 252.92 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 82°57'17" WEST FOR A DISTANCE OF 452.29 FEET WITH A RADIAL LINE IN OF NORTH 33°38'54" WEST AND A RADIAL LINE OUT OF SOUTH 19°33'29" WEST FOR AN ARC

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LENGTH OF 468.96 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 85°02'27", A TANGENT LENGTH OF 176.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 59°43'06" WEST FOR A DISTANCE OF 259.53 FEET WITH A RADIAL LINE IN OF NORTH 12°14'20" WEST AND A RADIAL LINE OUT OF SOUTH 72°48'08" WEST FOR AN ARC LENGTH OF 284.97 FEET; THENCE NORTH 45°59'18" WEST, 32.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 51°15'44", A TANGENT LENGTH OF 19.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 24°42'36" EAST FOR A DISTANCE OF 34.61 FEET WITH A RADIAL LINE IN OF NORTH 39°39'32" WEST AND A RADIAL LINE OUT OF NORTH 89°04'43" EAST FOR AN ARC LENGTH OF 35.79 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 48.41 FEET, A CENTRAL ANGLE OF 28°17'59", THE RADIUS OF WHICH BEARS NORTH 89°04'43" EAST, THE CHORD OF WHICH BEARS NORTH 13°13'43" EAST FOR A DISTANCE OF 93.87 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.83 FEET; THENCE SOUTH 62°37'17" EAST, 130.00 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “C” ON THE NORTH RIGHT OF WAY OF REGAL DRIVE; THENCE SOUTH 33°00'36" EAST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING; THENCE NORTH 56°59'24" EAST, 331.64 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 18°07'27" WEST, 54.81 FEET; THENCE NORTH 71°52'33" WEST, 11.44 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 26.31 FEET, A CENTRAL ANGLE OF 51°08'03", THE RADIUS OF WHICH BEARS SOUTH 18°07'27" WEST, THE CHORD OF WHICH BEARS SOUTH 82°33'26" WEST FOR A DISTANCE OF 47.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 49.09 FEET; THENCE SOUTH 56°59'24" WEST, 140.58 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 20.64 FEET, A CENTRAL ANGLE OF 79°05'16", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 17°26'46" WEST FOR A DISTANCE OF 31.83 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 34.51 FEET; THENCE SOUTH 56°59'24" WEST, 38.40 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°54'28", A TANGENT LENGTH OF 70.59 FEET, THE LONG CHORD OF WHICH BEARS NORTH 62°27'50" WEST FOR A DISTANCE OF 122.93 FEET WITH A RADIAL LINE IN OF NORTH 01°55'04" WEST AND A RADIAL LINE OUT OF SOUTH 56°59'24" WEST FOR AN ARC LENGTH OF 128.52 FEET; THENCE NORTH 33°00'36" WEST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 11°59'24" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.40 ACRES +/-

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

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the "**Assignment**") is made and entered into as of this 5th day of March 2026, by and between:

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, and the landowner of certain lands within the District, hereinafter called Assessment Area Three, with a mailing address of 7785 Baymeadows Way, Suite 105, Jacksonville, Florida 32256 (together with its successors and assigns, the "**Landowner**" or "**Assignor**"); and

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Palm Coast, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**" or "**Assignee**").

RECITALS

WHEREAS, the District was established by ordinance enacted by the City Council of the City of Palm Coast, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner is currently the primary owner of certain lands located within the boundaries of the District and generally described in the attached **Exhibit A** ("**Assessment Area Three**"); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in its *Engineer's Report for the Colbert Landings Community Development District*, dated March 28, 2023 (the "**Master Engineer's Report**" and the improvements detailed therein, the "**Capital Improvement Plan**"), as supplemented by that certain *Supplemental Engineers Report for Colbert Landings Community Development District, Phase 2*, dated March 5, 2026 ("**Supplemental Engineer's Report**" and the project detailed therein, the "**Phase 2 Project**" and together with the Master Engineer's Report, the "**Engineer's Report**"); and

WHEREAS, the Phase 2 Project is estimated to cost a total amount of approximately $5,577,014.71; and

WHEREAS, the Landowner entered into that certain *Joint Development and Escrow Agreement*, as amended, between the Landowner and Meritage Homes of Florida, Inc. ("**Meritage**") whereby the Landowner and Meritage agreed to pay their proportional share of costs of development of the Capital Improvement Plan, including the Phase 2 Project; and

WHEREAS, a Final Judgment was issued on June 22, 2023, validating the authority of the District to issue up to $57,370,000 in aggregate principal amount of Colbert Landings Community Development District Special Assessment Revenue Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing its $6,500,000 Special Assessment Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**") to finance all or a portion of the Phase 2 Project and such bonds are being issued pursuant to that certain Master Trust Indenture dated as of November 1, 2023 (the "**Master Indenture**"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), as supplemented by a Third Supplemental Trust Indenture dated as of March 1, 2026, (collectively with the Master Indenture, hereinafter the "**Indentures**"); and

WHEREAS, the Phase 2 Project will benefit all lands within the District, as described in the District's *Master Special Assessment Methodology for Colbert Landings Community Development District,* dated March 28, 2023 (the "**Master Assessment Report**"), as supplemented by the District's *Supplemental Special Assessment Methodology Report, Phase 2*, dated March 5, 2026 ("**Supplemental Assessment Report**" and together with the Master Assessment Report, the "**Assessment Report**") as well as set forth in the Engineer's Report; and

WHEREAS, the District has taken the steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2026 Bonds; and

WHEREAS, the District's special assessments securing the Series 2026 Bonds include the Series 2026 Assessments to secure repayment of the Series 2026 Bonds ("**Series 2026 Assessments**") imposed on Assessment Area Three within the District, as more specifically described in Resolutions 2023-25, 2023-28 and 2026-03 (collectively, "**Assessment Resolutions**"); and

WHEREAS, Assignor has acquired, or hereafter may acquire, certain rights ("**Development and Contract Rights**") in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect Assessment Area Three (collectively, "**Contract Documents**"); and

WHEREAS, the District and the Landowner anticipate development of Assessment Area Three and the allocation of Series 2026 Assessments thereon, consistent with the Engineer's Report and the Assessment Report relating to the Phase 2 Project until such time as the final

platting of Assessment Area Three (and the payment of any true-up amounts due and securing the Series 2026 Bonds) is completed ("**Development Completion**"); and

WHEREAS, in the event of default in the payment of the Series 2026 Assessments securing the Series 2026 Bonds, the District has certain remedies with respect to the lien of the Series 2026 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law ("**Remedial Rights**"); and

WHEREAS, as inducement to the District to issue the Series 2026 Bonds, it is necessary to require the collateral assignment of the Development and Contract Rights for Assessment Area Three to complete the Phase 2 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the Assessment Report allocable to Assessment Area Three; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Phase 2 Project, as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2026 Assessments levied against Assessment Area Three owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of Assessment Area Three, successors-in-interest (including successors in interest that are affiliates of Landowner) to Assessment Area Three shall be subject to this Assignment, which shall be recorded in the Official Records of Flagler County, Florida, except as to Prior Transfers (defined below); and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Capital Improvement Plan, including the Phase 2 Project; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the occurrence of certain events described herein.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Assignment.

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2. COLLATERAL ASSIGNMENT.

(a) In the event of Assignor's default in the payment of the Series 2026 Assessments securing the Series 2026 Bonds, the Assignee shall be entitled to exercise its Remedial Rights to secure control and/or title to Assessment Area Three. Such exercise of Remedial Rights by Assignee may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity to hold title to Assessment Area Three, as designee of the Assignee. The Assignor hereby agrees to unconditionally collaterally assign to Assignee or its designee, to the extent assignable, and to the extent that they are owned or controlled by Assignor, all of its Development and Contract Rights as security for Assignor's payment and performance and discharge of its obligation to pay the Series 2026 Assessments levied against Assessment Area Three. Notwithstanding any contrary terms in this Assignment: the Development and Contract Rights exclude (x) any portion of the Development and Contract Rights which relates solely to lands which have been conveyed to third party end users effective as of such conveyance in the course of ordinary business, and (y) any portion of the Development and Contract Rights which relates solely to any portion of Assessment Area Three which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Palm Coast, Florida, Flagler County, Florida, Assignee, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's or property owner's association, or any other governing entity or association as may be required by the applicable permits, approvals, entitlements or regulations affecting the District, if any, and the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a "**Prior Transfer**"). Subject to the foregoing, the Development and Contract Rights shall include the items listed in subsections (i) through (ix), but not be limited to, the following:

i. Any declaration of covenants of a homeowner's association governing Assessment Area Three, as recorded in the Official Records of Flagler County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "Landowner" or "Declarant" thereunder.

ii. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, and other improvements to or affecting Assessment Area Three .

iii. Preliminary and final plats and/or site plans for Assessment Area Three.

iv. Architectural plans and specifications for public buildings and other improvements to Assessment Area Three, other than those associated with homebuilding and home construction.

v. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of Assessment Area Three and

construction of improvements thereon.

vi. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of Assessment Area Three or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

vii. Franchise or other agreements for the provision of water and wastewater service to Assessment Area Three, and all hookup fees and utility deposits paid by Assignor in connection therewith.

viii. Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of Assessment Area Three by Assignor in connection with the development of Assessment Area Three or the construction of improvements thereon.

ix. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

(b) This Assignment is not intended to and shall not impair or interfere with the development of lands within the District, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Assignor to pay the Series 2026 Assessments levied against Assessment Area Three owned by the Assignor, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment. Further, this Assignment is not intended to restrict nor shall it be construed as restricting Assignor's ability to assign Development and Contract Rights in the ordinary course of business, and the Assignor expressly retains the right and a license to use, enforce, sue upon, make claim under and upon and otherwise exercise all rights and remedies of the Assignor related to or arising from the Development and Contract Rights in the event an assignment of Development and Contract Rights under this Assignment becomes effective. However, to the extent the Landowner's exercise of rights set forth above causes the District to incur any cost, the Landowner agrees to pay such cost. Moreover, the Landowner agrees not to exercise any rights provided for herein in a manner adverse to the District's interests.

(c) If this Assignment has not become absolute, any portion not previously terminated and/or property released in connection with a Prior Transfer shall automatically

terminate upon the earliest to occur of the following events (herein, the "**Term**"): (i) payment of the Series 2026 Bonds in full; or (ii) completion of the Phase 2 Project. At Landowner's request and the District's confirmation that the provisions of the foregoing have been satisfied, District and Landowner will record a notice or other appropriate instrument in the Public Records of Flagler County, Florida, confirming the end of the Term. Without limiting the foregoing, upon a Prior Transfer, the portion of Assessment Area Three so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment whether or not the Term has expired as to any other portion of Assessment Area Three and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of Assessment Area Three so transferred without making exception for this Assignment.

3. ASSIGNOR WARRANTIES. Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale of land to purchasers located within Assessment Area Three and in the ordinary course of business, Assignor has made no assignment of the Development and Contract Rights to any person other than Assignee.

(b) To the actual knowledge of Assignor and except as permitted or stated herein, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.

(c) To the actual knowledge of Assignor, there is no material default under the terms of the existing Contract Documents and all such Contract Documents remain in full force and effect.

(d) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(e) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(f) Any transfer, conveyance or sale of Assessment Area Three, shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment (including successors-in-interest that are affiliates of Landowner), except to the extent constituting a Prior Transfer.

4. ASSIGNOR COVENANTS. Assignor covenants with Assignee that during the Term:

(a) Assignor will use commercially reasonable efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to Assignee of any claim of material default relating to the Development and Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

5. ASSIGNEE OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

6. EVENT(S) OF DEFAULT. Any material breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and after failure to cure within a reasonable cure period in light of the default (which cure period shall not be less than sixty (60) days (and shall not be construed to extend any other cure periods provided hereunder) unless Assignee, in its sole discretion, agrees to a longer cure period) constitute an Event of Default ("**Event of Default**"). Additionally, the failure to timely pay the Series 2026 Assessments levied and imposed upon Assessment Area Three owned by Assignor shall constitute an Event of Default.

7. REMEDIES UPON EVENT OF DEFAULT. Upon an Event of Default, Assignee or Assignee's designee may, as Assignee's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development and Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

(c) Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of Assessment Area Three or the performance of Assignor's obligations under the Contract Documents. Neither entry upon and taking possession of Assessment Area Three nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignee under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and/or

(d) Demand, effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice from Assignee following an Event of Default, that Assignor use commercially reasonable efforts: (i) at the sole cost and expense of Assignor, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the

Contract Documents or the obligations or liabilities of Assignor or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Assignor's receipt of a demand notice following an Event of Default, Assignor will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2026 Bonds) nor waive or release any third party from the performance of any obligation to be performed or liability assumed under the terms of the Contract Documents or from liability on account of any warranty given by such third party, without the prior consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Assignor will not at any time knowingly take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District or the District's bondholders.

8. AUTHORIZATION OF PERFORMANCE. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between Assignor, as the debtor, and Assignee, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code, and Assignor grants to Assignee a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, Assignee shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

10. SUCCESSORS; THIRD-PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of Assessment Area Three here from upon a Prior Transfer.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Series 2026 Bonds, shall have the right to directly enforce the provisions of this Assignment. The Trustee shall not be deemed to have assumed any obligations under this Assignment. This Assignment may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Holders of the Series 2026 Bonds, which consent shall not be unreasonably withheld.

11. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Subject to the second paragraph of Section 10 herein, amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by both the District and the Landowner.

13. AUTHORIZATION OF EXECUTION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the execution of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this Assignment.

14. NOTICES. All notices, requests, consents and other communications under this Assignment (the "**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

A.	If to the District:	Colbert Landings CDD c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
	With a copy to:	Kilinski | Van Wyk PLLC 517 East College Avenue Tallahassee, FL 32301 Attn: District Counsel
B.	If to the Landowner:	Taylor Morrison of Florida, Inc. 7785 Baymeadows Way, Suite 105 Jacksonville, Fl 32256 Attention: _____

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery to the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

15. ARM'S LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in Flagler County, Florida.

17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Chapter 119, *Florida Statutes*, and other applicable Florida public records laws. The Landowner shall comply with all public records requirements, including but not limited to the requirement to: (a) keep and maintain public records that ordinarily and necessarily would be required by the District to perform the services under this Agreement; (b) provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Landowner upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. **IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE DISTRICT MANAGER'S OFFICE HEREIN PROVIDED.**

18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

22. TERMINATION. This Assignment shall continue in effect until it is rescinded in writing by the mutual assent of the parties. This Assignment shall also be terminated upon full payment of the Series 2026 Assessments securing the Series 2026 Bonds, as evidenced by a Termination of Assignment recorded by the District.

23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Landowner certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Landowner agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

24. EFFECTIVE DATE. This Assignment shall be effective after execution by both the District and the Landowner.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

_____
Witness Signature
Printed name: _____
Address: _____
_____

_____
Witness Signature
Printed name: _____
Address: _____
_____

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation

_____
By: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____ 2026, by _____, as _____ of Taylor Morrison of Florida, Inc., for and on behalf of said entity. He/she ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

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WITNESSES:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____
Witness Signature
Printed name:_____
Address: _____
_____

_____
By: Martha Schiffer
Its: Chairperson

_____
Witness Signature
Printed name:_____
Address: _____
_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2026 by Martha Schiffer, as Chairperson of the Board of Supervisors of the Colbert Landings Community Development District, for and on behalf of the District. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

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Exhibit A
Assessment Area Three

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORD IN PLAT BOOK 42, PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LOCATED IN SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14, COLBERT LANDINGS PHASE 1 LOCATED IN THE ABOVE SAID SECTION, TOWNSHIP, RANGE, FLAGLER COUNTY, FLORIDA: THENCE SOUTH 89°29'08" WEST, 125.00 FEET; THENCE NORTH 00°30'52" WEST, 75.72 FEET; THENCE NORTH 88°16'22" WEST, 50.04 FEET; THENCE NORTH 00°30'52" WEST, 0.86 FEET; THENCE NORTH 74°20'25" WEST, 130.01 FEET; THENCE NORTH 27°04'00" WEST, 22.41 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 57°12'35", A TANGENT LENGTH OF 13.63 FEET, THE LONG CHORD OF WHICH BEARS NORTH 19°50'43" EAST FOR A DISTANCE OF 23.94 FEET WITH A RADIAL LINE IN OF NORTH 41°32'59" WEST AND A RADIAL LINE OUT OF NORTH 81°14'26" EAST FOR AN ARC LENGTH OF 24.96 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 39.96 FEET, A CENTRAL ANGLE OF 29°50'12", THE RADIUS OF WHICH BEARS SOUTH 81°14'26" WEST, THE CHORD OF WHICH BEARS NORTH 23°40'40" WEST FOR A DISTANCE OF 77.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 78.11 FEET; THENCE NORTH 38°35'46" WEST, 332.40 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 41.18 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS NORTH 51°24'14" EAST, THE CHORD OF WHICH BEARS NORTH 53°56'55" WEST FOR A DISTANCE OF 79.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 80.39 FEET; THENCE NORTH 69°18'05" WEST, 129.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.36 FEET, A CENTRAL ANGLE OF 67°26'46", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 76°58'32" WEST FOR A DISTANCE OF 38.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.20 FEET; THENCE SOUTH 43°15'09" WEST, 80.16 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 46°44'51" EAST, THE CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE SOUTH 46°44'51" EAST, 97.68 FEET; THENCE SOUTH 43°15'09" WEST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 50.32 FEET; THENCE SOUTH 45°57'01" WEST, 50.06 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A TANGENT LENGTH OF 25.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 35.36 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'09" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 39.27 FEET; THENCE

SOUTH 43°15'09" WEST, 755.62 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 475.00 FEET, A TANGENT LENGTH OF 152.35 FEET, A CENTRAL ANGLE OF 35°33'56", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS SOUTH 61°02'07" WEST FOR A DISTANCE OF 290.14 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 294.85 FEET; THENCE SOUTH 03°23'12" EAST, 50.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'03", A TANGENT LENGTH OF 22.82 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 58°02'37" EAST FOR A DISTANCE OF 33.71 FEET WITH A RADIAL LINE IN OF SOUTH 10°26'08" EAST AND A RADIAL LINE OUT OF NORTH 74°20'55" EAST FOR AN ARC LENGTH OF 36.99 FEET; THENCE SOUTH 15°39'05" EAST, 381.67 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 96.21 FEET, A CENTRAL ANGLE OF 57°36'03", THE RADIUS OF WHICH BEARS NORTH 74°20'55" EAST, THE CHORD OF WHICH BEARS SOUTH 44°27'07" EAST FOR A DISTANCE OF 168.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.93 FEET; THENCE SOUTH 73°15'08" EAST, 568.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 22.05 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 16°44'52" EAST, THE CHORD OF WHICH BEARS SOUTH 78°50'59" EAST FOR A DISTANCE OF 43.89 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.96 FEET; THENCE SOUTH 84°26'49" EAST, 169.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 05°33'11" WEST, THE CHORD OF WHICH BEARS SOUTH 39°26'49" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 05°33'11" WEST, 401.33 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 19.92 FEET, A CENTRAL ANGLE OF 10°07'01", THE RADIUS OF WHICH BEARS SOUTH 84°26'49" EAST, THE CHORD OF WHICH BEARS SOUTH 00°29'40" WEST FOR A DISTANCE OF 39.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.73 FEET; THENCE SOUTH 04°33'51" EAST, 88.26 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.09 FEET, A CENTRAL ANGLE OF 86°06'43", A TANGENT LENGTH OF 23.44 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 42°17'53" WEST FOR A DISTANCE OF 34.26 FEET WITH A RADIAL LINE IN OF SOUTH 89°14'32" WEST AND A RADIAL LINE OUT OF SOUTH 04°38'45" EAST FOR AN ARC LENGTH OF 37.71 FEET; THENCE SOUTH 07°34'30" EAST, 50.07 FEET; THENCE NORTH 85°26'09" EAST, 527.70 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 33.13 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 87°41'39" EAST FOR A DISTANCE OF 65.79 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 65.95 FEET; THENCE SOUTH 80°49'28" EAST, 138.72 FEET; THENCE SOUTH 80°49'28" EAST, 60.86 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 186.01 FEET, A CENTRAL ANGLE OF 79°09'39", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS SOUTH 41°14'38" EAST FOR A DISTANCE OF 286.72 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 310.86 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “A”; THENCE SOUTH 01°39'48" EAST, 438.65 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 77.16 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE

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CHORD OF WHICH BEARS SOUTH 17°20'12" EAST FOR A DISTANCE OF 148.58 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 150.45 FEET; THENCE SOUTH 33°00'36" EAST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 56°59'24" WEST, THE CHORD OF WHICH BEARS SOUTH 11°59'24" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 56°59'24" WEST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A TANGENT LENGTH OF 178.08 FEET, A CENTRAL ANGLE OF 57°26'24", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS SOUTH 85°42'36" WEST FOR A DISTANCE OF 312.34 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 325.82 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 13.18 FEET, A CENTRAL ANGLE OF 55°35'03", THE RADIUS OF WHICH BEARS NORTH 24°25'48" EAST, THE CHORD OF WHICH BEARS NORTH 37°46'41" WEST FOR A DISTANCE OF 23.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.25 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 117.80 FEET, A CENTRAL ANGLE OF 124°28'58", THE RADIUS OF WHICH BEARS SOUTH 80°00'51" WEST, THE CHORD OF WHICH BEARS NORTH 72°13'38" WEST FOR A DISTANCE OF 109.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 134.70 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “B”; THENCE NORTH 44°28'07" WEST, 123.89 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 19.15 FEET, A CENTRAL ANGLE OF 8°25'07", A TANGENT LENGTH OF 1.41 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°58'09" EAST FOR A DISTANCE OF 2.81 FEET WITH A RADIAL LINE IN OF SOUTH 53°14'24" EAST AND A RADIAL LINE OUT OF NORTH 44°49'18" WEST FOR AN ARC LENGTH OF 2.81 FEET; THENCE NORTH 47°59'56" EAST, 13.29 FEET; THENCE , ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.86 FEET, A CENTRAL ANGLE OF 20°12'51", A TANGENT LENGTH OF 9.96 FEET, THE LONG CHORD OF WHICH BEARS NORTH 36°14'52" EAST FOR A DISTANCE OF 19.60 FEET WITH A RADIAL LINE IN OF NORTH 43°38'43" WEST AND A RADIAL LINE OUT OF SOUTH 63°51'34" EAST FOR AN ARC LENGTH OF 19.71 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 92°58'44", A TANGENT LENGTH OF 202.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 77°20'44" EAST FOR A DISTANCE OF 278.50 FEET WITH A RADIAL LINE IN OF SOUTH 33°50'07" EAST AND A RADIAL LINE OUT OF NORTH 59°08'38" EAST FOR AN ARC LENGTH OF 311.58 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 43°17'29", A TANGENT LENGTH OF 77.39 FEET, THE LONG CHORD OF WHICH BEARS NORTH 81°40'34" EAST FOR A DISTANCE OF 143.86 FEET WITH A RADIAL LINE IN OF NORTH 13°19'19" EAST AND A RADIAL LINE OUT OF SOUTH 29°58'10" EAST FOR AN ARC LENGTH OF 147.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 12°22'39", A TANGENT LENGTH OF 45.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°05'57" WEST FOR A DISTANCE OF 89.48 FEET WITH A RADIAL LINE IN OF NORTH 70°42'44" EAST AND A RADIAL LINE OUT OF SOUTH 83°05'23" WEST FOR AN ARC LENGTH OF 89.65 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 415.00 FEET, A TANGENT LENGTH OF 19.02 FEET, A CENTRAL ANGLE OF 5°14'49", THE RADIUS OF WHICH BEARS NORTH 83°05'23" EAST, THE CHORD OF WHICH BEARS NORTH 04°17'13" WEST FOR A DISTANCE OF 37.99 FEET; THENCE ALONG THE ARC OF SAID

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CURVE FOR A DISTANCE OF 38.00 FEET; THENCE NORTH 01°39'48" WEST, 438.67 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 84.98 FEET, A CENTRAL ANGLE OF 79°10'28", A TANGENT LENGTH OF 70.27 FEET, THE LONG CHORD OF WHICH BEARS NORTH 41°14'58" WEST FOR A DISTANCE OF 108.30 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'16" WEST AND A RADIAL LINE OUT OF NORTH 09°09'48" EAST FOR AN ARC LENGTH OF 117.43 FEET; THENCE NORTH 80°49'28" WEST, 199.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A TANGENT LENGTH OF 16.26 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS NORTH 87°41'39" WEST FOR A DISTANCE OF 32.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.37 FEET; THENCE SOUTH 85°26'09" WEST, 397.75 FEET; THENCE SOUTH 67°41'30" WEST, 52.50 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 43°31'49", A TANGENT LENGTH OF 15.97 FEET, THE LONG CHORD OF WHICH BEARS NORTH 72°47'56" WEST FOR A DISTANCE OF 29.66 FEET WITH A RADIAL LINE IN OF SOUTH 38°57'58" WEST AND A RADIAL LINE OUT OF NORTH 04°33'51" WEST FOR AN ARC LENGTH OF 30.39 FEET; THENCE SOUTH 85°26'09" WEST, 199.46 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.16 FEET, A CENTRAL ANGLE OF 30°49'13", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 70°01'33" WEST FOR A DISTANCE OF 29.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.59 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 207.00 FEET, A TANGENT LENGTH OF 12.40 FEET, A CENTRAL ANGLE OF 06°51'22", THE RADIUS OF WHICH BEARS NORTH 35°23'04" WEST, THE CHORD OF WHICH BEARS SOUTH 58°02'37" WEST FOR A DISTANCE OF 24.76 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.77 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 14.05 FEET, A CENTRAL ANGLE OF 43°44'22", THE RADIUS OF WHICH BEARS SOUTH 28°31'42" EAST, THE CHORD OF WHICH BEARS SOUTH 39°36'07" WEST FOR A DISTANCE OF 26.07 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 26.72 FEET; THENCE NORTH 72°16'04" WEST, 26.66 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 62°39'21", A TANGENT LENGTH OF 122.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 75°01'00" WEST FOR A DISTANCE OF 210.05 FEET WITH A RADIAL LINE IN OF NORTH 16°20'40" WEST AND A RADIAL LINE OUT OF SOUTH 46°18'41" WEST FOR AN ARC LENGTH OF 220.90 FEET; THENCE NORTH 62°51'15" WEST, 42.54 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 52°02'26", A TANGENT LENGTH OF 19.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°07'32" EAST FOR A DISTANCE OF 35.10 FEET WITH A RADIAL LINE IN OF NORTH 62°51'15" WEST AND A RADIAL LINE OUT OF NORTH 65°06'19" EAST FOR AN ARC LENGTH OF 36.33 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 202.00 FEET, A TANGENT LENGTH OF 45.52 FEET, A CENTRAL ANGLE OF 25°23'54", THE RADIUS OF WHICH BEARS NORTH 65°06'19" EAST, THE CHORD OF WHICH BEARS NORTH 12°11'44" WEST FOR A DISTANCE OF 88.81 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86°39'32" EAST, 140.56 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 17°37'42", A TANGENT LENGTH OF 9.61 FEET, THE LONG CHORD OF WHICH BEARS NORTH 02°52'25" EAST FOR A DISTANCE OF 19.00 FEET WITH A RADIAL LINE IN OF NORTH 84°03'33" EAST AND A RADIAL LINE OUT OF NORTH 78°18'44" WEST FOR AN

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ARC LENGTH OF 19.08 FEET; THENCE NORTH 86°39'32" WEST, 145.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 13°56'07", A TANGENT LENGTH OF 3.67 FEET, THE LONG CHORD OF WHICH BEARS NORTH 35°17'10" WEST FOR A DISTANCE OF 7.28 FEET WITH A RADIAL LINE IN OF SOUTH 61°40'53" WEST AND A RADIAL LINE OUT OF NORTH 47°44'47" EAST FOR AN ARC LENGTH OF 7.30 FEET; THENCE NORTH 51°21'25" EAST, 38.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 52°51'38", A TANGENT LENGTH OF 92.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 42°09'39" EAST FOR A DISTANCE OF 166.47 FEET WITH A RADIAL LINE IN OF SOUTH 74°16'10" EAST AND A RADIAL LINE OUT OF NORTH 21°24'33" WEST FOR AN ARC LENGTH OF 172.52 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET, A TANGENT LENGTH OF 94.28 FEET, A CENTRAL ANGLE OF 53°30'36", THE RADIUS OF WHICH BEARS SOUTH 21°24'33" EAST, THE CHORD OF WHICH BEARS SOUTH 84°39'14" EAST FOR A DISTANCE OF 168.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 174.64 FEET; THENCE NORTH 85°26'09" EAST, 67.25 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 7°56'14", A TANGENT LENGTH OF 24.28 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°35'03" EAST FOR A DISTANCE OF 48.45 FEET WITH A RADIAL LINE IN OF NORTH 87°36'56" EAST AND A RADIAL LINE OUT OF NORTH 84°26'49" WEST FOR AN ARC LENGTH OF 48.49 FEET; THENCE NORTH 05°33'11" EAST, 301.33 FEET; NORTH 84°26'49" WEST, 69.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET, A TANGENT LENGTH OF 34.30 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 05°33'11" EAST, THE CHORD OF WHICH BEARS NORTH 78°50'59" WEST FOR A DISTANCE OF 68.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 68.39 FEET; THENCE NORTH 73°15'08" WEST, 451.87 FEET; THENCE SOUTH 40°18'38" WEST, 28.31 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 66°16'25", A TANGENT LENGTH OF 22.85 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°03'17" WEST FOR A DISTANCE OF 38.26 FEET WITH A RADIAL LINE IN OF SOUTH 83°04'55" WEST AND A RADIAL LINE OUT OF NORTH 16°48'31" EAST FOR AN ARC LENGTH OF 40.48 FEET; THENCE NORTH 73°09'58" WEST, 82.05 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 49°29'04", A TANGENT LENGTH OF 140.56 FEET, THE LONG CHORD OF WHICH BEARS NORTH 46°52'45" WEST FOR A DISTANCE OF 255.31 FEET WITH A RADIAL LINE IN OF NORTH 18°22'43" EAST AND A RADIAL LINE OUT OF SOUTH 67°51'46" WEST FOR AN ARC LENGTH OF 263.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°43'31", A TANGENT LENGTH OF 10.54 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°03'07" WEST FOR A DISTANCE OF 19.43 FEET WITH A RADIAL LINE IN OF SOUTH 67°48'38" WEST AND A RADIAL LINE OUT OF NORTH 22°05'07" EAST FOR AN ARC LENGTH OF 19.95 FEET; THENCE NORTH 09°41'16" EAST, 29.40 FEET; THENCE NORTH 15°39'05" WEST, 287.50 FEET; THENCE SOUTH 85°44'23" WEST, 351.00 FEET; THENCE SOUTH 85°44'23" WEST, 5.59 FEET; THENCE SOUTH 51°21'49" WEST, 14.94 FEET; THENCE SOUTH 04°15'37" EAST, 1.71 FEET; THENCE SOUTH 27°09'21" WEST, 45.43 FEET; THENCE NORTH 64°19'35" WEST, 17.83 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 42°38'23", A TANGENT LENGTH OF 9.76 FEET, THE LONG CHORD OF WHICH BEARS NORTH 85°38'52" WEST FOR A DISTANCE OF 18.18 FEET WITH A RADIAL LINE IN OF SOUTH 25°40'19" WEST AND A RADIAL LINE OUT OF

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NORTH 16°58'04" WEST FOR AN ARC LENGTH OF 18.61 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 39.01 FEET, A CENTRAL ANGLE OF 22°58'20", THE RADIUS OF WHICH BEARS NORTH 16°58'04" WEST, THE CHORD OF WHICH BEARS SOUTH 84°31'07" WEST FOR A DISTANCE OF 76.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 76.98 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 16.54 FEET, A CENTRAL ANGLE OF 66°59'12", THE RADIUS OF WHICH BEARS SOUTH 06°00'17" WEST, THE CHORD OF WHICH BEARS SOUTH 62°30'41" WEST FOR A DISTANCE OF 27.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.23 FEET; THENCE NORTH 36°10'52" WEST, 35.30 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 112°42'56", A TANGENT LENGTH OF 281.01 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°10'16" WEST FOR A DISTANCE OF 311.36 FEET WITH A RADIAL LINE IN OF NORTH 20°28'15" EAST AND A RADIAL LINE OUT OF NORTH 46°48'48" WEST FOR AN ARC LENGTH OF 367.88 FEET; THENCE SOUTH 46°48'48" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 15°35'00", A TANGENT LENGTH OF 8.48 FEET, THE LONG CHORD OF WHICH BEARS NORTH 50°58'42" EAST FOR A DISTANCE OF 16.81 FEET WITH A RADIAL LINE IN OF SOUTH 46°48'48" EAST AND A RADIAL LINE OUT OF NORTH 31°13'48" WEST FOR AN ARC LENGTH OF 16.86 FEET; THENCE NORTH 31°13'48" WEST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 24°15'25", A TANGENT LENGTH OF 40.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 70°53'54" EAST FOR A DISTANCE OF 78.58 FEET WITH A RADIAL LINE IN OF SOUTH 31°13'48" EAST AND A RADIAL LINE OUT OF NORTH 06°58'23" WEST FOR AN ARC LENGTH OF 79.17 FEET; THENCE NORTH 60°57'02" EAST, 41.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 49°45'51", A TANGENT LENGTH OF 16.23 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 53°55'54" EAST FOR A DISTANCE OF 29.45 FEET WITH A RADIAL LINE IN OF NORTH 60°57'02" EAST AND A RADIAL LINE OUT OF SOUTH 11°11'11" WEST FOR AN ARC LENGTH OF 30.40 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 27.53 FEET, A CENTRAL ANGLE OF 16°19'11", THE RADIUS OF WHICH BEARS SOUTH 11°11'11" WEST, THE CHORD OF WHICH BEARS SOUTH 70°39'14" EAST FOR A DISTANCE OF 54.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.69 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.65 FEET, A CENTRAL ANGLE OF 31°45'59", THE RADIUS OF WHICH BEARS NORTH 27°30'22" EAST, THE CHORD OF WHICH BEARS SOUTH 78°22'38" EAST FOR A DISTANCE OF 30.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 30.49 FEET; THENCE NORTH 85°44'23" EAST, 75.29 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 10.59 FEET, A CENTRAL ANGLE OF 33°39'54", THE RADIUS OF WHICH BEARS NORTH 04°15'37" WEST, THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF

DRAFT

NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE

DRAFT

RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF

DRAFT

191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID

CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF

DRAFT

117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “A” ON THE WEST RIGHT OF WAY OF TEQUESTA COURT; THENCE NORTH 88°20'12" EAST, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING OF TRACT 2;

DRAFT

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 70°51'33", A TANGENT LENGTH OF 195.65 FEET, THE LONG CHORD OF WHICH BEARS NORTH 37°05'35" WEST FOR A DISTANCE OF 318.84 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'12" WEST AND A RADIAL LINE OUT OF NORTH 17°28'39" EAST FOR AN ARC LENGTH OF 340.10 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 19.31 FEET, A CENTRAL ANGLE OF 75°21'10", THE RADIUS OF WHICH BEARS NORTH 17°28'39" EAST, THE CHORD OF WHICH BEARS NORTH 34°50'46" WEST FOR A DISTANCE OF 30.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.88 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A TANGENT LENGTH OF 26.48 FEET, A CENTRAL ANGLE OF 23°55'30", THE RADIUS OF WHICH BEARS NORTH 87°10'11" WEST, THE CHORD OF WHICH BEARS NORTH 09°07'56" WEST FOR A DISTANCE OF 51.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 52.20 FEET; THENCE NORTH 68°54'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 6°37'38", A TANGENT LENGTH OF 14.47 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 17°46'52" EAST FOR A DISTANCE OF 28.90 FEET WITH A RADIAL LINE IN OF SOUTH 68°54'19" WEST AND A RADIAL LINE OUT OF NORTH 75°31'57" EAST FOR AN ARC LENGTH OF 28.92 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 14°36'10", A TANGENT LENGTH OF 51.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 55°34'36" EAST FOR A DISTANCE OF 101.67 FEET WITH A RADIAL LINE IN OF SOUTH 27°07'19" WEST AND A RADIAL LINE OUT OF NORTH 41°43'29" EAST FOR AN ARC LENGTH OF 101.95 FEET; THENCE SOUTH 49°38'59" EAST, 62.51 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 16°33'17", A TANGENT LENGTH OF 4.36 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 29°56'45" EAST FOR A DISTANCE OF 8.64 FEET WITH A RADIAL LINE IN OF NORTH 68°19'53" EAST AND A RADIAL LINE OUT OF SOUTH 51°46'37" WEST FOR AN ARC LENGTH OF 8.67 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 405.00 FEET, A TANGENT LENGTH OF 133.78 FEET, A CENTRAL ANGLE OF 36°33'35", THE RADIUS OF WHICH BEARS SOUTH 51°46'37" WEST, THE CHORD OF WHICH BEARS SOUTH 19°56'36" EAST FOR A DISTANCE OF 254.06 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 258.43 FEET; THENCE SOUTH 01°39'48" EAST, 325.12 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 62.30 FEET, A CENTRAL ANGLE OF 121°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 62°20'12" EAST FOR A DISTANCE OF 61.03 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 74.13 FEET; THENCE NORTH 56°59'24" EAST, 112.27 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 56°59'24" WEST, 320.09 FEET TO A POINT HEREAFTER REFERRED TO AS POINT “C”; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS NORTH 78°00'36" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 33°00'36" WEST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 63.13 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 17°20'12" WEST FOR A DISTANCE OF 121.57 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 123.10 FEET; THENCE NORTH 01°39'48" WEST, 438.65 FEET TO THE POINT OF BEGINNING.

DRAFT

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “B” ON THE RIGHT OF WAY OF REGAL DRIVE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 18°09'10", A TANGENT LENGTH OF 9.90 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 36°27'18" WEST FOR A DISTANCE OF 19.56 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF NORTH 44°28'07" WEST FOR AN ARC LENGTH OF 19.64 FEET TO A POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 147°12'05", A TANGENT LENGTH OF 210.67 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 46°13'19" EAST FOR A DISTANCE OF 118.96 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF SOUTH 29°49'22" EAST FOR AN ARC LENGTH OF 159.29 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 12.85 FEET, A CENTRAL ANGLE OF 54°25'09", THE RADIUS OF WHICH BEARS SOUTH 29°49'22" EAST, THE CHORD OF WHICH BEARS NORTH 87°23'12" EAST FOR A DISTANCE OF 22.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 23.74 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 206.18 FEET, A CENTRAL ANGLE OF 57°36'23", THE RADIUS OF WHICH BEARS NORTH 24°35'47" EAST, THE CHORD OF WHICH BEARS NORTH 85°47'35" EAST FOR A DISTANCE OF 361.35 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.03 FEET; THENCE NORTH 56°59'24" EAST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 78°00'36" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 33°00'36" EAST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 95.75 FEET, A CENTRAL ANGLE OF 57°22'09", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS SOUTH 61°41'40" EAST FOR A DISTANCE OF 168.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.22 FEET; THENCE NORTH 89°37'15" EAST, 209.73 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 65°02'49", A TANGENT LENGTH OF 39.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 56°43'06" EAST FOR A DISTANCE OF 66.67 FEET WITH A RADIAL LINE IN OF NORTH 00°45'30" WEST AND A RADIAL LINE OUT OF SOUTH 65°48'19" EAST FOR AN ARC LENGTH OF 70.39 FEET; THENCE SOUTH 65°48'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 65°38'40", A TANGENT LENGTH OF 120.62 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 57°01'01" WEST FOR A DISTANCE OF 202.72 FEET WITH A RADIAL LINE IN OF NORTH 65°48'19" WEST AND A RADIAL LINE OUT OF SOUTH 00°09'39" EAST FOR AN ARC LENGTH OF 214.25 FEET; THENCE SOUTH 89°37'15" WEST, 208.60 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A TANGENT LENGTH OF 110.86 FEET, A CENTRAL ANGLE OF 40°33'45", THE RADIUS OF WHICH BEARS NORTH 00°22'45" WEST, THE CHORD OF WHICH BEARS NORTH 70°05'53" WEST FOR A DISTANCE OF 207.98 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 212.38 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 53°12'23", A

DRAFT

TANGENT LENGTH OF 252.92 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 82°57'17" WEST FOR A DISTANCE OF 452.29 FEET WITH A RADIAL LINE IN OF NORTH 33°38'54" WEST AND A RADIAL LINE OUT OF SOUTH 19°33'29" WEST FOR AN ARC LENGTH OF 468.96 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 85°02'27", A TANGENT LENGTH OF 176.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 59°43'06" WEST FOR A DISTANCE OF 259.53 FEET WITH A RADIAL LINE IN OF NORTH 12°14'20" WEST AND A RADIAL LINE OUT OF SOUTH 72°48'08" WEST FOR AN ARC LENGTH OF 284.97 FEET; THENCE NORTH 45°59'18" WEST, 32.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 51°15'44", A TANGENT LENGTH OF 19.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 24°42'36" EAST FOR A DISTANCE OF 34.61 FEET WITH A RADIAL LINE IN OF NORTH 39°39'32" WEST AND A RADIAL LINE OUT OF NORTH 89°04'43" EAST FOR AN ARC LENGTH OF 35.79 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 48.41 FEET, A CENTRAL ANGLE OF 28°17'59", THE RADIUS OF WHICH BEARS NORTH 89°04'43" EAST, THE CHORD OF WHICH BEARS NORTH 13°13'43" EAST FOR A DISTANCE OF 93.87 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.83 FEET; THENCE SOUTH 62°37'17" EAST, 130.00 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “C” ON THE NORTH RIGHT OF WAY OF REGAL DRIVE; THENCE SOUTH 33°00'36" EAST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING; THENCE NORTH 56°59'24" EAST, 331.64 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 18°07'27" WEST, 54.81 FEET; THENCE NORTH 71°52'33" WEST, 11.44 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 26.31 FEET, A CENTRAL ANGLE OF 51°08'03", THE RADIUS OF WHICH BEARS SOUTH 18°07'27" WEST, THE CHORD OF WHICH BEARS SOUTH 82°33'26" WEST FOR A DISTANCE OF 47.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 49.09 FEET; THENCE SOUTH 56°59'24" WEST, 140.58 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 20.64 FEET, A CENTRAL ANGLE OF 79°05'16", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 17°26'46" WEST FOR A DISTANCE OF 31.83 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 34.51 FEET; THENCE SOUTH 56°59'24" WEST, 38.40 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°54'28", A TANGENT LENGTH OF 70.59 FEET, THE LONG CHORD OF WHICH BEARS NORTH 62°27'50" WEST FOR A DISTANCE OF 122.93 FEET WITH A RADIAL LINE IN OF NORTH 01°55'04" WEST AND A RADIAL LINE OUT OF SOUTH 56°59'24" WEST FOR AN ARC LENGTH OF 128.52 FEET; THENCE NORTH 33°00'36" WEST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 11°59'24" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.40 ACRES +/-

DRAFT

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

10B

AGREEMENT BY AND BETWEEN THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND MERITAGE HOMES OF FLORIDA, INC. REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS

THIS AGREEMENT ("**Agreement**") is made and entered into as of this 5th day of March 2026, by and between (together, the "**Parties**"):

> **COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Palm Coast, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and
>
> **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, and the owner of certain lands within the District, hereinafter called Assessment Area Three, with a mailing address of 13901 Sutton Park Drive South, Suite C-350, Jacksonville, Florida 32224, and its successors and assigns (the "**Landowner**" or "**Meritage**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Palm Coast, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "**Act**") and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, roadways, water and sewer utilities, underground electric, wetland mitigation, off-site improvements, entry features, landscape and hardscape, irrigation, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the primary owner of certain lands located within the boundaries of the District and generally described in the attached **Exhibit A** ("**Assessment Area Three**"); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in its *Engineer's Report for the Colbert Landings Community Development District*, dated March 28, 2023 (the "**Master Engineer's Report**" and the improvements detailed therein, the "**Capital Improvement Plan**"), as supplemented with respect to the Phase 2 Project, by that certain s supplemented by that certain *Supplemental Engineer's Report for Colbert Landings Phase 2*, dated March 5, 2026 ("**Supplemental Engineer's Report**" and the project detailed therein, the "**Phase 2 Project**" and together with the Master Engineer's Report, the "**Engineer's Report**"), attached hereto as **Exhibit B**; and

WHEREAS, the estimated cost of the Phase 2 Project is $5,577,014.71; and

WHEREAS, on August 23, 2022, the Landowner entered into that certain *Joint Development and Escrow Agreement*, as amended, between the Landowner and Taylor Morrison of Florida, Inc. ("**Taylor Morrison**") whereby the Landowner and Taylor Morrison agreed to pay their proportional share of costs of development of the Capital Improvement Plan, including the Phase 2 Project, which required Meritage to pay 48.8% of the costs of the Capital Improvement Plan, including such share of the Phase 2 Project ("**Meritage Share**"); and

WHEREAS, a Final Judgment was issued on June 22, 2026, validating the authority of the District to issue up to $57,370,000 in aggregate principal amount of Colbert Landings Community Development District Special Assessment Revenue Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing its $6,500,000 Special Assessment Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**") to finance all or a portion of the Phase 2 Project and such bonds are being issued pursuant to that certain Master Trust Indenture dated as of March 28, 2023, (the "**Master Indenture**"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), as supplemented by a Second Supplemental Trust Indenture Phase 2, dated as of March 1, 2026 with respect to the Series 2026 Bonds (the "**Second Supplemental Indenture**", collectively with the Master Indenture, the "**Indentures**"); and

WHEREAS, the Phase 2 Project will benefit all lands within the District, as described in the District's *Master Special Assessment Methodology for Colbert Landings Community Development District,* dated March 28, 2023 (the "**Master Assessment Report**"), as supplemented by the District's *Supplemental Special Assessment Methodology Report Phase 2*, dated March 5, 2026 ("**Supplemental Assessment Report**" and together with the Master Assessment Report, the "**Assessment Report**") as well as set forth in the Engineer's Report; and

WHEREAS, in order to ensure that the Phase 2 Project is completed and funding is available in a timely manner to provide for completion, the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Phase 2 Project over and above the Series 2026 Bonds up to the Meritage Share of such costs, including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement

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2. COMPLETION OF IMPROVEMENTS. The Landowner and District agree and acknowledge that the District's proposed Series 2026 Bonds will provide only a portion of the funds

necessary to complete the Phase 2 Project. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, up to the pro rata Meritage Share, those portions of the Phase 2 Project which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs ("**Remaining Project**") whether pursuant to existing contracts, including change orders thereto, or future contracts. While the District may issue a second series of bonds for purposes of financing a portion of the Remaining Project, nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Project nor shall anything in this Agreement be construed as prohibiting the District from doing so in the future. The District and Landowner hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project not funded by District bonds or other indebtedness.

(a) When all or any portion of the Remaining Project is the subject of a District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Project under such contract pursuant thereto, up to the Meritage Share, including change orders thereto, upon written notice from the District.

(b) When any portion of the Remaining Project is not the subject of a District contract, the Landowner may choose to: (i) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed the Remaining Project; or (ii) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case to a formal determination by the District's Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Future Bonds – The Parties agree that any funds provided by Landowner to fund the Remaining Project may be later payable from, and the District's acquisition of the Remaining Project may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Series 2026 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Landowner in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Landowner is in default on the payment of any debt service assessments due on any property owned by the Landowner, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Series 2026 Bonds – to provide funds for any portion of the Remaining Project. The Landowner shall be required to meet its obligations hereunder and complete the Phase 2 Project regardless of whether the District issues any future bonds (other than

the Series 2026 Bonds) or otherwise pays the Landowner for any of the Remaining Project. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Landowner for the funds or improvements advanced hereunder, then the Parties agree that the District shall have no reimbursement obligation whatsoever. Notwithstanding the foregoing, the Landowner acknowledges that at this time the District does not intend to issue additional bonds to finance the Remaining Project.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Phase 2 Project may change from that described in the Supplemental Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Phase 2 Project shall be made by a written amendment to the Supplemental Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Phase 2 Project shall require the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding; however, such consent is not necessary when the scope, configuration, size and/or composition of the improvements making up the Phase 2 Project are materially changed in response to a requirement imposed by a regulatory agency.

(b) The District and Landowner agree and acknowledge that any and all portions of the Remaining Project which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government or public utility as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder is expressly subject to, dependent and conditioned upon: (a) the issuance of the Series 2026 Bonds and use of the proceeds thereof to fund a portion of the Phase 2 Project, and (b) the scope, configuration, size and/or composition of the Phase 2 Project not materially changing without the consent of the Landowner; however, such consent is not necessary and the Landowner must meet its completion obligations when the scope, configuration, size and/or composition of the improvements that make up the Phase 2 Project are materially changed in response to a requirement imposed by a regulatory agency. In the event of a material change to the scope, configuration, size and/or composition of the Phase 2 Project in response to a requirement imposed by a regulatory agency, the Landowner shall not consent to such material change without the prior written consent of the District.

4. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in

equity, which may include, but not be limited to, the right of actual damages (excluding punitive, special or consequential damages) and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner, both the District and the Landowner have complied with all the requirements of law, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this Agreement.

8. NOTICES. All notices, requests, consents and other communications under this Agreement (the "**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District:
Colbert Landings CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to:
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner:
Meritage Homes of Florida, Inc.
13901 Sutton Park Drive South, Suite C-350
Jacksonville, Florida 32224
Attention: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2026 Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

11. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other; provided that such consent shall not be unreasonably withheld by the District in the event of a sale of the majority of Assessment Area Three then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Flagler County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Landowner.

14. PUBLIC RECORDS. he Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Chapter 119, *Florida Statutes*, and other applicable Florida public records laws. The Landowner shall comply with all public records requirements, including

but not limited to the requirement to: (a) keep and maintain public records that ordinarily and necessarily would be required by the District to perform the services under this Agreement; (b) provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Landowner upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. **IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE DISTRICT MANAGER'S OFFICE HEREIN PROVIDED.**

15. 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, or any part of this Agreement not held to be invalid or unenforceable.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

19. TERMINATION. This Agreement shall continue in effect until completion of the Remaining Project, as evidenced by a Notice of Completion from the District Engineer.

20. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Landowner certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Landowner agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

IN WITNESS WHEREOF, the Parties execute this Completion Agreement the day and year first written above.

Attest:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
By: Martha Schiffer
Its: Chairperson

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IN WITNESS WHEREOF, the Parties execute this Completion Agreement the day and year first written above.

WITNESS:

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation

_____
Print Name: _____

_____
By: _____
Its: _____

Exhibit A: Assessment Area Three
Exhibit B: Engineer's Report

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Exhibit A
Assessment Area Three

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORD IN PLAT BOOK 42, PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LOCATED IN SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14, COLBERT LANDINGS PHASE 1 LOCATED IN THE ABOVE SAID SECTION, TOWNSHIP, RANGE, FLAGLER COUNTY, FLORIDA: THENCE SOUTH 89°29'08" WEST, 125.00 FEET; THENCE NORTH 00°30'52" WEST, 75.72 FEET; THENCE NORTH 88°16'22" WEST, 50.04 FEET; THENCE NORTH 00°30'52" WEST, 0.86 FEET; THENCE NORTH 74°20'25" WEST, 130.01 FEET; THENCE NORTH 27°04'00" WEST, 22.41 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 57°12'35", A TANGENT LENGTH OF 13.63 FEET, THE LONG CHORD OF WHICH BEARS NORTH 19°50'43" EAST FOR A DISTANCE OF 23.94 FEET WITH A RADIAL LINE IN OF NORTH 41°32'59" WEST AND A RADIAL LINE OUT OF NORTH 81°14'26" EAST FOR AN ARC LENGTH OF 24.96 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 39.96 FEET, A CENTRAL ANGLE OF 29°50'12", THE RADIUS OF WHICH BEARS SOUTH 81°14'26" WEST, THE CHORD OF WHICH BEARS NORTH 23°40'40" WEST FOR A DISTANCE OF 77.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 78.11 FEET; THENCE NORTH 38°35'46" WEST, 332.40 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 41.18 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS NORTH 51°24'14" EAST, THE CHORD OF WHICH BEARS NORTH 53°56'55" WEST FOR A DISTANCE OF 79.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 80.39 FEET; THENCE NORTH 69°18'05" WEST, 129.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.36 FEET, A CENTRAL ANGLE OF 67°26'46", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 76°58'32" WEST FOR A DISTANCE OF 38.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.20 FEET; THENCE SOUTH 43°15'09" WEST, 80.16 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 46°44'51" EAST, THE CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE SOUTH 46°44'51" EAST, 97.68 FEET; THENCE SOUTH 43°15'09" WEST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 50.32 FEET; THENCE SOUTH 45°57'01" WEST, 50.06 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A TANGENT LENGTH OF 25.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 35.36 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'09" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°15'09" WEST, 755.62 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 475.00 FEET, A TANGENT LENGTH OF 152.35 FEET, A CENTRAL ANGLE OF 35°33'56", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS SOUTH 61°02'07" WEST

FOR A DISTANCE OF 290.14 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 294.85 FEET; THENCE SOUTH 03°23'12" EAST, 50.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'03", A TANGENT LENGTH OF 22.82 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 58°02'37" EAST FOR A DISTANCE OF 33.71 FEET WITH A RADIAL LINE IN OF SOUTH 10°26'08" EAST AND A RADIAL LINE OUT OF NORTH 74°20'55" EAST FOR AN ARC LENGTH OF 36.99 FEET; THENCE SOUTH 15°39'05" EAST, 381.67 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 96.21 FEET, A CENTRAL ANGLE OF 57°36'03", THE RADIUS OF WHICH BEARS NORTH 74°20'55" EAST, THE CHORD OF WHICH BEARS SOUTH 44°27'07" EAST FOR A DISTANCE OF 168.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.93 FEET; THENCE SOUTH 73°15'08" EAST, 568.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 22.05 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 16°44'52" EAST, THE CHORD OF WHICH BEARS SOUTH 78°50'59" EAST FOR A DISTANCE OF 43.89 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.96 FEET; THENCE SOUTH 84°26'49" EAST, 169.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 05°33'11" WEST, THE CHORD OF WHICH BEARS SOUTH 39°26'49" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 05°33'11" WEST, 401.33 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 19.92 FEET, A CENTRAL ANGLE OF 10°07'01", THE RADIUS OF WHICH BEARS SOUTH 84°26'49" EAST, THE CHORD OF WHICH BEARS SOUTH 00°29'40" WEST FOR A DISTANCE OF 39.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.73 FEET; THENCE SOUTH 04°33'51" EAST, 88.26 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.09 FEET, A CENTRAL ANGLE OF 86°06'43", A TANGENT LENGTH OF 23.44 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 42°17'53" WEST FOR A DISTANCE OF 34.26 FEET WITH A RADIAL LINE IN OF SOUTH 89°14'32" WEST AND A RADIAL LINE OUT OF SOUTH 04°38'45" EAST FOR AN ARC LENGTH OF 37.71 FEET; THENCE SOUTH 07°34'30" EAST, 50.07 FEET; THENCE NORTH 85°26'09" EAST, 527.70 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 33.13 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 87°41'39" EAST FOR A DISTANCE OF 65.79 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 65.95 FEET; THENCE SOUTH 80°49'28" EAST, 138.72 FEET; THENCE SOUTH 80°49'28" EAST, 60.86 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 186.01 FEET, A CENTRAL ANGLE OF 79°09'39", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS SOUTH 41°14'38" EAST FOR A DISTANCE OF 286.72 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 310.86 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 01°39'48" EAST, 438.65 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 77.16 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 17°20'12" EAST FOR A DISTANCE OF 148.58 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 150.45 FEET; THENCE SOUTH 33°00'36" EAST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00",

DRAFT

THE RADIUS OF WHICH BEARS SOUTH 56°59'24" WEST, THE CHORD OF WHICH BEARS SOUTH 11°59'24" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 56°59'24" WEST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A TANGENT LENGTH OF 178.08 FEET, A CENTRAL ANGLE OF 57°26'24", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS SOUTH 85°42'36" WEST FOR A DISTANCE OF 312.34 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 325.82 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 13.18 FEET, A CENTRAL ANGLE OF 55°35'03", THE RADIUS OF WHICH BEARS NORTH 24°25'48" EAST, THE CHORD OF WHICH BEARS NORTH 37°46'41" WEST FOR A DISTANCE OF 23.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.25 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 117.80 FEET, A CENTRAL ANGLE OF 124°28'58", THE RADIUS OF WHICH BEARS SOUTH 80°00'51" WEST, THE CHORD OF WHICH BEARS NORTH 72°13'38" WEST FOR A DISTANCE OF 109.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 134.70 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B"; THENCE NORTH 44°28'07" WEST, 123.89 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 19.15 FEET, A CENTRAL ANGLE OF 8°25'07", A TANGENT LENGTH OF 1.41 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°58'09" EAST FOR A DISTANCE OF 2.81 FEET WITH A RADIAL LINE IN OF SOUTH 53°14'24" EAST AND A RADIAL LINE OUT OF NORTH 44°49'18" WEST FOR AN ARC LENGTH OF 2.81 FEET; THENCE NORTH 47°59'56" EAST, 13.29 FEET; THENCE , ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.86 FEET, A CENTRAL ANGLE OF 20°12'51", A TANGENT LENGTH OF 9.96 FEET, THE LONG CHORD OF WHICH BEARS NORTH 36°14'52" EAST FOR A DISTANCE OF 19.60 FEET WITH A RADIAL LINE IN OF NORTH 43°38'43" WEST AND A RADIAL LINE OUT OF SOUTH 63°51'34" EAST FOR AN ARC LENGTH OF 19.71 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 92°58'44", A TANGENT LENGTH OF 202.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 77°20'44" EAST FOR A DISTANCE OF 278.50 FEET WITH A RADIAL LINE IN OF SOUTH 33°50'07" EAST AND A RADIAL LINE OUT OF NORTH 59°08'38" EAST FOR AN ARC LENGTH OF 311.58 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 43°17'29", A TANGENT LENGTH OF 77.39 FEET, THE LONG CHORD OF WHICH BEARS NORTH 81°40'34" EAST FOR A DISTANCE OF 143.86 FEET WITH A RADIAL LINE IN OF NORTH 13°19'19" EAST AND A RADIAL LINE OUT OF SOUTH 29°58'10" EAST FOR AN ARC LENGTH OF 147.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 12°22'39", A TANGENT LENGTH OF 45.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°05'57" WEST FOR A DISTANCE OF 89.48 FEET WITH A RADIAL LINE IN OF NORTH 70°42'44" EAST AND A RADIAL LINE OUT OF SOUTH 83°05'23" WEST FOR AN ARC LENGTH OF 89.65 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 415.00 FEET, A TANGENT LENGTH OF 19.02 FEET, A CENTRAL ANGLE OF 5°14'49", THE RADIUS OF WHICH BEARS NORTH 83°05'23" EAST, THE CHORD OF WHICH BEARS NORTH 04°17'13" WEST FOR A DISTANCE OF 37.99 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 38.00 FEET; THENCE NORTH 01°39'48" WEST, 438.67 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 84.98 FEET, A CENTRAL ANGLE OF 79°10'28", A TANGENT LENGTH OF 70.27 FEET, THE LONG CHORD OF WHICH BEARS NORTH 41°14'58" WEST FOR A DISTANCE OF 108.30 FEET WITH A RADIAL LINE

DRAFT

IN OF SOUTH 88°20'16" WEST AND A RADIAL LINE OUT OF NORTH 09°09'48" EAST FOR AN ARC LENGTH OF 117.43 FEET; THENCE NORTH 80°49'28" WEST, 199.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A TANGENT LENGTH OF 16.26 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS NORTH 87°41'39" WEST FOR A DISTANCE OF 32.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.37 FEET; THENCE SOUTH 85°26'09" WEST, 397.75 FEET; THENCE SOUTH 67°41'30" WEST, 52.50 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 43°31'49", A TANGENT LENGTH OF 15.97 FEET, THE LONG CHORD OF WHICH BEARS NORTH 72°47'56" WEST FOR A DISTANCE OF 29.66 FEET WITH A RADIAL LINE IN OF SOUTH 38°57'58" WEST AND A RADIAL LINE OUT OF NORTH 04°33'51" WEST FOR AN ARC LENGTH OF 30.39 FEET; THENCE SOUTH 85°26'09" WEST, 199.46 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.16 FEET, A CENTRAL ANGLE OF 30°49'13", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 70°01'33" WEST FOR A DISTANCE OF 29.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.59 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 207.00 FEET, A TANGENT LENGTH OF 12.40 FEET, A CENTRAL ANGLE OF 06°51'22", THE RADIUS OF WHICH BEARS NORTH 35°23'04" WEST, THE CHORD OF WHICH BEARS SOUTH 58°02'37" WEST FOR A DISTANCE OF 24.76 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.77 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 14.05 FEET, A CENTRAL ANGLE OF 43°44'22", THE RADIUS OF WHICH BEARS SOUTH 28°31'42" EAST, THE CHORD OF WHICH BEARS SOUTH 39°36'07" WEST FOR A DISTANCE OF 26.07 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 26.72 FEET; THENCE NORTH 72°16'04" WEST, 26.66 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 62°39'21", A TANGENT LENGTH OF 122.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 75°01'00" WEST FOR A DISTANCE OF 210.05 FEET WITH A RADIAL LINE IN OF NORTH 16°20'40" WEST AND A RADIAL LINE OUT OF SOUTH 46°18'41" WEST FOR AN ARC LENGTH OF 220.90 FEET; THENCE NORTH 62°51'15" WEST, 42.54 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 52°02'26", A TANGENT LENGTH OF 19.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°07'32" EAST FOR A DISTANCE OF 35.10 FEET WITH A RADIAL LINE IN OF NORTH 62°51'15" WEST AND A RADIAL LINE OUT OF NORTH 65°06'19" EAST FOR AN ARC LENGTH OF 36.33 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 202.00 FEET, A TANGENT LENGTH OF 45.52 FEET, A CENTRAL ANGLE OF 25°23'54", THE RADIUS OF WHICH BEARS NORTH 65°06'19" EAST, THE CHORD OF WHICH BEARS NORTH 12°11'44" WEST FOR A DISTANCE OF 88.81 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86°39'32" EAST, 140.56 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 17°37'42", A TANGENT LENGTH OF 9.61 FEET, THE LONG CHORD OF WHICH BEARS NORTH 02°52'25" EAST FOR A DISTANCE OF 19.00 FEET WITH A RADIAL LINE IN OF NORTH 84°03'33" EAST AND A RADIAL LINE OUT OF NORTH 78°18'44" WEST FOR AN ARC LENGTH OF 19.08 FEET; THENCE NORTH 86°39'32" WEST, 145.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 13°56'07", A TANGENT LENGTH OF 3.67 FEET, THE LONG CHORD OF WHICH BEARS NORTH 35°17'10" WEST FOR A DISTANCE OF 7.28 FEET WITH A RADIAL LINE IN OF

DRAFT

SOUTH 61°40'53" WEST AND A RADIAL LINE OUT OF NORTH 47°44'47" EAST FOR AN ARC LENGTH OF 7.30 FEET; THENCE NORTH 51°21'25" EAST, 38.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 52°51'38", A TANGENT LENGTH OF 92.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 42°09'39" EAST FOR A DISTANCE OF 166.47 FEET WITH A RADIAL LINE IN OF SOUTH 74°16'10" EAST AND A RADIAL LINE OUT OF NORTH 21°24'33" WEST FOR AN ARC LENGTH OF 172.52 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET, A TANGENT LENGTH OF 94.28 FEET, A CENTRAL ANGLE OF 53°30'36", THE RADIUS OF WHICH BEARS SOUTH 21°24'33" EAST, THE CHORD OF WHICH BEARS SOUTH 84°39'14" EAST FOR A DISTANCE OF 168.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 174.64 FEET; THENCE NORTH 85°26'09" EAST, 67.25 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 7°56'14", A TANGENT LENGTH OF 24.28 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°35'03" EAST FOR A DISTANCE OF 48.45 FEET WITH A RADIAL LINE IN OF NORTH 87°36'56" EAST AND A RADIAL LINE OUT OF NORTH 84°26'49" WEST FOR AN ARC LENGTH OF 48.49 FEET; THENCE NORTH 05°33'11" EAST, 301.33 FEET; NORTH 84°26'49" WEST, 69.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET, A TANGENT LENGTH OF 34.30 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 05°33'11" EAST, THE CHORD OF WHICH BEARS NORTH 78°50'59" WEST FOR A DISTANCE OF 68.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 68.39 FEET; THENCE NORTH 73°15'08" WEST, 451.87 FEET; THENCE SOUTH 40°18'38" WEST, 28.31 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 66°16'25", A TANGENT LENGTH OF 22.85 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°03'17" WEST FOR A DISTANCE OF 38.26 FEET WITH A RADIAL LINE IN OF SOUTH 83°04'55" WEST AND A RADIAL LINE OUT OF NORTH 16°48'31" EAST FOR AN ARC LENGTH OF 40.48 FEET; THENCE NORTH 73°09'58" WEST, 82.05 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 49°29'04", A TANGENT LENGTH OF 140.56 FEET, THE LONG CHORD OF WHICH BEARS NORTH 46°52'45" WEST FOR A DISTANCE OF 255.31 FEET WITH A RADIAL LINE IN OF NORTH 18°22'43" EAST AND A RADIAL LINE OUT OF SOUTH 67°51'46" WEST FOR AN ARC LENGTH OF 263.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°43'31", A TANGENT LENGTH OF 10.54 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°03'07" WEST FOR A DISTANCE OF 19.43 FEET WITH A RADIAL LINE IN OF SOUTH 67°48'38" WEST AND A RADIAL LINE OUT OF NORTH 22°05'07" EAST FOR AN ARC LENGTH OF 19.95 FEET; THENCE NORTH 09°41'16" EAST, 29.40 FEET; THENCE NORTH 15°39'05" WEST, 287.50 FEET; THENCE SOUTH 85°44'23" WEST, 351.00 FEET; THENCE SOUTH 85°44'23" WEST, 5.59 FEET; THENCE SOUTH 51°21'49" WEST, 14.94 FEET; THENCE SOUTH 04°15'37" EAST, 1.71 FEET; THENCE SOUTH 27°09'21" WEST, 45.43 FEET; THENCE NORTH 64°19'35" WEST, 17.83 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 42°38'23", A TANGENT LENGTH OF 9.76 FEET, THE LONG CHORD OF WHICH BEARS NORTH 85°38'52" WEST FOR A DISTANCE OF 18.18 FEET WITH A RADIAL LINE IN OF SOUTH 25°40'19" WEST AND A RADIAL LINE OUT OF NORTH 16°58'04" WEST FOR AN ARC LENGTH OF 18.61 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 39.01 FEET, A CENTRAL ANGLE OF 22°58'20", THE RADIUS OF WHICH BEARS NORTH 16°58'04" WEST, THE CHORD OF WHICH BEARS SOUTH 84°31'07" WEST FOR A DISTANCE OF 76.47 FEET; THENCE

DRAFT

ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 76.98 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 16.54 FEET, A CENTRAL ANGLE OF 66°59'12", THE RADIUS OF WHICH BEARS SOUTH 06°00'17" WEST, THE CHORD OF WHICH BEARS SOUTH 62°30'41" WEST FOR A DISTANCE OF 27.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.23 FEET; THENCE NORTH 36°10'52" WEST, 35.30 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 112°42'56", A TANGENT LENGTH OF 281.01 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°10'16" WEST FOR A DISTANCE OF 311.36 FEET WITH A RADIAL LINE IN OF NORTH 20°28'15" EAST AND A RADIAL LINE OUT OF NORTH 46°48'48" WEST FOR AN ARC LENGTH OF 367.88 FEET; THENCE SOUTH 46°48'48" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 15°35'00", A TANGENT LENGTH OF 8.48 FEET, THE LONG CHORD OF WHICH BEARS NORTH 50°58'42" EAST FOR A DISTANCE OF 16.81 FEET WITH A RADIAL LINE IN OF SOUTH 46°48'48" EAST AND A RADIAL LINE OUT OF NORTH 31°13'48" WEST FOR AN ARC LENGTH OF 16.86 FEET; THENCE NORTH 31°13'48" WEST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 24°15'25", A TANGENT LENGTH OF 40.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 70°53'54" EAST FOR A DISTANCE OF 78.58 FEET WITH A RADIAL LINE IN OF SOUTH 31°13'48" EAST AND A RADIAL LINE OUT OF NORTH 06°58'23" WEST FOR AN ARC LENGTH OF 79.17 FEET; THENCE NORTH 60°57'02" EAST, 41.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 49°45'51", A TANGENT LENGTH OF 16.23 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 53°55'54" EAST FOR A DISTANCE OF 29.45 FEET WITH A RADIAL LINE IN OF NORTH 60°57'02" EAST AND A RADIAL LINE OUT OF SOUTH 11°11'11" WEST FOR AN ARC LENGTH OF 30.40 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 27.53 FEET, A CENTRAL ANGLE OF 16°19'11", THE RADIUS OF WHICH BEARS SOUTH 11°11'11" WEST, THE CHORD OF WHICH BEARS SOUTH 70°39'14" EAST FOR A DISTANCE OF 54.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.69 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.65 FEET, A CENTRAL ANGLE OF 31°45'59", THE RADIUS OF WHICH BEARS NORTH 27°30'22" EAST, THE CHORD OF WHICH BEARS SOUTH 78°22'38" EAST FOR A DISTANCE OF 30.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 30.49 FEET; THENCE NORTH 85°44'23" EAST, 75.29 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 10.59 FEET, A CENTRAL ANGLE OF 33°39'54", THE RADIUS OF WHICH BEARS NORTH 04°15'37" WEST, THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID

DRAFT

CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE

DRAFT

OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A

DRAFT

DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE

DRAFT

ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00

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FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “A” ON THE WEST RIGHT OF WAY OF TEQUESTA COURT; THENCE NORTH 88°20'12" EAST, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING OF TRACT 2; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 70°51'33", A TANGENT LENGTH OF 195.65 FEET, THE LONG CHORD OF WHICH BEARS NORTH 37°05'35" WEST FOR A DISTANCE OF 318.84 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'12" WEST AND A RADIAL LINE OUT OF NORTH 17°28'39" EAST FOR AN ARC LENGTH OF 340.10 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 19.31 FEET, A CENTRAL ANGLE OF 75°21'10", THE RADIUS OF WHICH BEARS NORTH 17°28'39" EAST, THE CHORD OF WHICH BEARS NORTH 34°50'46" WEST FOR A DISTANCE OF 30.56 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.88 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT

WITH A RADIUS OF 125.00 FEET, A TANGENT LENGTH OF 26.48 FEET, A CENTRAL ANGLE OF 23°55'30", THE RADIUS OF WHICH BEARS NORTH 87°10'11" WEST, THE CHORD OF WHICH BEARS NORTH 09°07'56" WEST FOR A DISTANCE OF 51.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 52.20 FEET; THENCE NORTH 68°54'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 6°37'38", A TANGENT LENGTH OF 14.47 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 17°46'52" EAST FOR A DISTANCE OF 28.90 FEET WITH A RADIAL LINE IN OF SOUTH 68°54'19" WEST AND A RADIAL LINE OUT OF NORTH 75°31'57" EAST FOR AN ARC LENGTH OF 28.92 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 14°36'10", A TANGENT LENGTH OF 51.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 55°34'36" EAST FOR A DISTANCE OF 101.67 FEET WITH A RADIAL LINE IN OF SOUTH 27°07'19" WEST AND A RADIAL LINE OUT OF NORTH 41°43'29" EAST FOR AN ARC LENGTH OF 101.95 FEET; THENCE SOUTH 49°38'59" EAST, 62.51 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 16°33'17", A TANGENT LENGTH OF 4.36 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 29°56'45" EAST FOR A DISTANCE OF 8.64 FEET WITH A RADIAL LINE IN OF NORTH 68°19'53" EAST AND A RADIAL LINE OUT OF SOUTH 51°46'37" WEST FOR AN ARC LENGTH OF 8.67 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 405.00 FEET, A TANGENT LENGTH OF 133.78 FEET, A CENTRAL ANGLE OF 36°33'35", THE RADIUS OF WHICH BEARS SOUTH 51°46'37" WEST, THE CHORD OF WHICH BEARS SOUTH 19°56'36" EAST FOR A DISTANCE OF 254.06 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 258.43 FEET; THENCE SOUTH 01°39'48" EAST, 325.12 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 62.30 FEET, A CENTRAL ANGLE OF 121°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 62°20'12" EAST FOR A DISTANCE OF 61.03 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 74.13 FEET; THENCE NORTH 56°59'24" EAST, 112.27 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 56°59'24" WEST, 320.09 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "C"; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS NORTH 78°00'36" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 33°00'36" WEST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 63.13 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 17°20'12" WEST FOR A DISTANCE OF 121.57 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 123.10 FEET; THENCE NORTH 01°39'48" WEST, 438.65 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT "B" ON THE RIGHT OF WAY OF REGAL DRIVE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 18°09'10", A TANGENT LENGTH OF 9.90 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 36°27'18" WEST FOR A DISTANCE OF 19.56 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF NORTH 44°28'07" WEST FOR AN ARC LENGTH OF 19.64 FEET TO A POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 147°12'05", A TANGENT LENGTH OF

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210.67 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 46°13'19" EAST FOR A DISTANCE OF 118.96 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF SOUTH 29°49'22" EAST FOR AN ARC LENGTH OF 159.29 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 12.85 FEET, A CENTRAL ANGLE OF 54°25'09", THE RADIUS OF WHICH BEARS SOUTH 29°49'22" EAST, THE CHORD OF WHICH BEARS NORTH 87°23'12" EAST FOR A DISTANCE OF 22.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 23.74 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 206.18 FEET, A CENTRAL ANGLE OF 57°36'23", THE RADIUS OF WHICH BEARS NORTH 24°35'47" EAST, THE CHORD OF WHICH BEARS NORTH 85°47'35" EAST FOR A DISTANCE OF 361.35 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.03 FEET; THENCE NORTH 56°59'24" EAST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 78°00'36" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 33°00'36" EAST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 95.75 FEET, A CENTRAL ANGLE OF 57°22'09", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS SOUTH 61°41'40" EAST FOR A DISTANCE OF 168.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.22 FEET; THENCE NORTH 89°37'15" EAST, 209.73 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 65°02'49", A TANGENT LENGTH OF 39.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 56°43'06" EAST FOR A DISTANCE OF 66.67 FEET WITH A RADIAL LINE IN OF NORTH 00°45'30" WEST AND A RADIAL LINE OUT OF SOUTH 65°48'19" EAST FOR AN ARC LENGTH OF 70.39 FEET; THENCE SOUTH 65°48'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 65°38'40", A TANGENT LENGTH OF 120.62 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 57°01'01" WEST FOR A DISTANCE OF 202.72 FEET WITH A RADIAL LINE IN OF NORTH 65°48'19" WEST AND A RADIAL LINE OUT OF SOUTH 00°09'39" EAST FOR AN ARC LENGTH OF 214.25 FEET; THENCE SOUTH 89°37'15" WEST, 208.60 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A TANGENT LENGTH OF 110.86 FEET, A CENTRAL ANGLE OF 40°33'45", THE RADIUS OF WHICH BEARS NORTH 00°22'45" WEST, THE CHORD OF WHICH BEARS NORTH 70°05'53" WEST FOR A DISTANCE OF 207.98 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 212.38 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 53°12'23", A TANGENT LENGTH OF 252.92 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 82°57'17" WEST FOR A DISTANCE OF 452.29 FEET WITH A RADIAL LINE IN OF NORTH 33°38'54" WEST AND A RADIAL LINE OUT OF SOUTH 19°33'29" WEST FOR AN ARC LENGTH OF 468.96 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 85°02'27", A TANGENT LENGTH OF 176.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 59°43'06" WEST FOR A DISTANCE OF 259.53 FEET WITH A RADIAL LINE IN OF NORTH 12°14'20" WEST AND A RADIAL LINE OUT OF SOUTH 72°48'08" WEST FOR AN ARC LENGTH OF 284.97 FEET; THENCE NORTH 45°59'18" WEST, 32.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 51°15'44", A TANGENT LENGTH OF 19.19 FEET, THE LONG CHORD OF WHICH BEARS

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NORTH 24°42'36" EAST FOR A DISTANCE OF 34.61 FEET WITH A RADIAL LINE IN OF NORTH 39°39'32" WEST AND A RADIAL LINE OUT OF NORTH 89°04'43" EAST FOR AN ARC LENGTH OF 35.79 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 48.41 FEET, A CENTRAL ANGLE OF 28°17'59", THE RADIUS OF WHICH BEARS NORTH 89°04'43" EAST, THE CHORD OF WHICH BEARS NORTH 13°13'43" EAST FOR A DISTANCE OF 93.87 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.83 FEET; THENCE SOUTH 62°37'17" EAST, 130.00 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT "C" ON THE NORTH RIGHT OF WAY OF REGAL DRIVE; THENCE SOUTH 33°00'36" EAST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING; THENCE NORTH 56°59'24" EAST, 331.64 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 18°07'27" WEST, 54.81 FEET; THENCE NORTH 71°52'33" WEST, 11.44 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 26.31 FEET, A CENTRAL ANGLE OF 51°08'03", THE RADIUS OF WHICH BEARS SOUTH 18°07'27" WEST, THE CHORD OF WHICH BEARS SOUTH 82°33'26" WEST FOR A DISTANCE OF 47.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 49.09 FEET; THENCE SOUTH 56°59'24" WEST, 140.58 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 20.64 FEET, A CENTRAL ANGLE OF 79°05'16", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 17°26'46" WEST FOR A DISTANCE OF 31.83 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 34.51 FEET; THENCE SOUTH 56°59'24" WEST, 38.40 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°54'28", A TANGENT LENGTH OF 70.59 FEET, THE LONG CHORD OF WHICH BEARS NORTH 62°27'50" WEST FOR A DISTANCE OF 122.93 FEET WITH A RADIAL LINE IN OF NORTH 01°55'04" WEST AND A RADIAL LINE OUT OF SOUTH 56°59'24" WEST FOR AN ARC LENGTH OF 128.52 FEET; THENCE NORTH 33°00'36" WEST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 11°59'24" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.40 ACRES +/-

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Exhibit B
Supplemental Engineer's Report

[attached beginning at following page]

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AGREEMENT BY AND BETWEEN THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND TAYLOR MORRISON OF FLORIDA, INC. REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS

THIS AGREEMENT ("**Agreement**") is made and entered into as of this 5th day of March 2026, by and between (together, the "**Parties**"):

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Palm Coast, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"), and

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, and the owner of certain lands within the District, hereinafter called Assessment Area Three, with a mailing address of 7785 Baymeadows Way, Suite 105, Jacksonville, Florida 32256, and its successors and assigns (the "**Landowner**" or "**Taylor Morrison**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Palm Coast, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "**Act**") and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, roadways, water and sewer utilities, underground electric, wetland mitigation, off-site improvements, entry features, landscape and hardscape, irrigation, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the primary owner of certain lands located within the boundaries of the District and generally described in the attached **Exhibit A** ("**Assessment Area Three**"); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in its *Engineer's Report for the Colbert Landings Community Development District*, dated March 28, 2023 (the "**Master Engineer's Report**" and the improvements detailed therein, the "**Capital Improvement Plan**"), as supplemented with respect to the Phase 2 Project, by that certain s supplemented by that certain *Supplemental Engineer's Report for Colbert Landings Phase 2*, dated March 5, 2026 ("**Supplemental Engineer's Report**" and the project detailed therein, the "**Phase 2 Project**" and together with the Master Engineer's Report, the "**Engineer's Report**"), attached hereto as **Exhibit B**; and

WHEREAS, the estimated cost of the Phase 2 Project is $5,577,014.71; and

WHEREAS, on August 23, 2022, the Landowner entered into that certain *Joint Development and Escrow Agreement*, as amended, between the Landowner and Meritage Homes of Florida, Inc. ("**Meritage**") whereby the Landowner and Meritage agreed to pay their proportional share of costs of development of the Capital Improvement Plan, including the Phase 2 Project, which required Taylor Morrison to pay 51.2% of the costs of the Capital Improvement Plan, including such share of the Phase 2 Project ("**Taylor Morrison Share**"); and

WHEREAS, a Final Judgment was issued on June 22, 2023, validating the authority of the District to issue up to $57,370,000 in aggregate principal amount of Colbert Landings Community Development District Special Assessment Revenue Bonds to finance certain improvements and facilities within and without the District boundaries; and

WHEREAS, the District is presently in the process of issuing its $6,500,000 Special Assessment Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**") to finance all or a portion of the Phase 2 Project and such bonds are being issued pursuant to that certain Master Trust Indenture dated as of March 28, 2023, (the "**Master Indenture**"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), as supplemented by a Second Supplemental Trust Indenture Phase 2, dated as of March 1, 2026 with respect to the Series 2026 Bonds (the "**Second Supplemental Indenture**", collectively with the Master Indenture, the "**Indentures**"); and

WHEREAS, the Phase 2 Project will benefit all lands within the District, as described in the District's *Master Special Assessment Methodology for Colbert Landings Community Development District,* dated March 28, 2023 (the "**Master Assessment Report**"), as supplemented by the District's *Supplemental Special Assessment Methodology Report Phase 2*, dated March 5, 2026 ("**Supplemental Assessment Report**" and together with the Master Assessment Report, the "**Assessment Report**") as well as set forth in the Engineer's Report; and

WHEREAS, in order to ensure that the Phase 2 Project is completed and funding is available in a timely manner to provide for completion, the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Phase 2 Project over and above the Series 2026 Bonds up to the Taylor Morrison Share of such costs, including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. COMPLETION OF IMPROVEMENTS. The Landowner and District agree and acknowledge that the District's proposed Series 2026 Bonds will provide only a portion of the funds

necessary to complete the Phase 2 Project. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Landowner hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, up to the pro rata Taylor Morrison Share, those portions of the Phase 2 Project which remain unfunded including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs ("**Remaining Project**") whether pursuant to existing contracts, including change orders thereto, or future contracts. While the District may issue a second series of bonds for purposes of financing a portion of the Remaining Project, nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Project nor shall anything in this Agreement be construed as prohibiting the District from doing so in the future. The District and Landowner hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project not funded by District bonds or other indebtedness.

(a) When all or any portion of the Remaining Project is the subject of a District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Project under such contract pursuant thereto, up to the Taylor Morrison Share, including change orders thereto, upon written notice from the District.

(b) When any portion of the Remaining Project is not the subject of a District contract, the Landowner may choose to: (i) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed the Remaining Project; or (ii) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case to a formal determination by the District's Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Future Bonds – The Parties agree that any funds provided by Landowner to fund the Remaining Project may be later payable from, and the District's acquisition of the Remaining Project may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Series 2026 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Landowner in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Landowner is in default on the payment of any debt service assessments due on any property owned by the Landowner, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Series 2026 Bonds – to provide funds for any portion of the Remaining Project. The Landowner shall be required to meet its obligations hereunder and complete the Phase 2 Project regardless of whether the District issues any future bonds (other than

the Series 2026 Bonds) or otherwise pays the Landowner for any of the Remaining Project. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Landowner for the funds or improvements advanced hereunder, then the Parties agree that the District shall have no reimbursement obligation whatsoever. Notwithstanding the foregoing, the Landowner acknowledges that at this time the District does not intend to issue additional bonds to finance the Remaining Project.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Landowner agree and acknowledge that the exact location, size, configuration and composition of the Phase 2 Project may change from that described in the Supplemental Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Phase 2 Project shall be made by a written amendment to the Supplemental Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Phase 2 Project shall require the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding; however, such consent is not necessary when the scope, configuration, size and/or composition of the improvements making up the Phase 2 Project are materially changed in response to a requirement imposed by a regulatory agency.

(b) The District and Landowner agree and acknowledge that any and all portions of the Remaining Project which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government or public utility as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder is expressly subject to, dependent and conditioned upon: (a) the issuance of the Series 2026 Bonds and use of the proceeds thereof to fund a portion of the Phase 2 Project, and (b) the scope, configuration, size and/or composition of the Phase 2 Project not materially changing without the consent of the Landowner; however, such consent is not necessary and the Landowner must meet its completion obligations when the scope, configuration, size and/or composition of the improvements that make up the Phase 2 Project are materially changed in response to a requirement imposed by a regulatory agency. In the event of a material change to the scope, configuration, size and/or composition of the Phase 2 Project in response to a requirement imposed by a regulatory agency, the Landowner shall not consent to such material change without the prior written consent of the District.

4. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in

equity, which may include, but not be limited to, the right of actual damages (excluding punitive, special or consequential damages) and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner, both the District and the Landowner have complied with all the requirements of law, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this Agreement.

8. NOTICES. All notices, requests, consents and other communications under this Agreement (the "**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District:
Colbert Landings CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to:
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Landowner:
Taylor Morrison of Florida, Inc.
7785 Baymeadows Way, Suite 105
Jacksonville, Florida 32256
Attention: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2026 Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

11. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other; provided that such consent shall not be unreasonably withheld by the District in the event of a sale of the majority of Phase 2 Project then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Flagler County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon the later of the execution by the District and the Landowner.

14. PUBLIC RECORDS. he Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Chapter 119, *Florida Statutes*, and other applicable Florida public records laws. The Landowner shall comply with all public records requirements, including but not limited to the requirement to: (a) keep and maintain public records that ordinarily and

necessarily would be required by the District to perform the services under this Agreement; (b) provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Landowner upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. **IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE DISTRICT MANAGER'S OFFICE HEREIN PROVIDED.**

15. 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, or any part of this Agreement not held to be invalid or unenforceable.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

19. TERMINATION. This Agreement shall continue in effect until completion of the Remaining Project, as evidenced by a Notice of Completion from the District Engineer.

20. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Landowner certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Landowner agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

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IN WITNESS WHEREOF, the Parties execute this Completion Agreement the day and year first written above.

Attest:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
By: Martha Schiffer
Its: Chairperson, Board of Supervisors

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IN WITNESS WHEREOF, the Parties execute this Completion Agreement the day and year first written above.

WITNESS:	**TAYLOR MORRISON OF FLORIDA, INC.**
_____	_____
Print Name:_____	By: _____
	Its: _____

Exhibit A: Assessment Area Three
Exhibit B: Engineer's Report

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Exhibit A
Assessment Area Three

REPLATTING TRACT FD-1, TRACT FD-2, TRACT FD-3, TRACT FD-4, TRACT FD-5, TRACT FD-6, TRACT FD-7, TRACT FD-8, TRACT FD-9, TRACT FD-10 AND TRACT FD-11 (FUTURE DEVELOPMENT), COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORD IN PLAT BOOK 42, PAGES 1 THROUGH 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND LOCATED IN SECTIONS 3, 10, 39, AND 40, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 14, COLBERT LANDINGS PHASE 1 LOCATED IN THE ABOVE SAID SECTION, TOWNSHIP, RANGE, FLAGLER COUNTY, FLORIDA: THENCE SOUTH 89°29'08" WEST, 125.00 FEET; THENCE NORTH 00°30'52" WEST, 75.72 FEET; THENCE NORTH 88°16'22" WEST, 50.04 FEET; THENCE NORTH 00°30'52" WEST, 0.86 FEET; THENCE NORTH 74°20'25" WEST, 130.01 FEET; THENCE NORTH 27°04'00" WEST, 22.41 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 57°12'35", A TANGENT LENGTH OF 13.63 FEET, THE LONG CHORD OF WHICH BEARS NORTH 19°50'43" EAST FOR A DISTANCE OF 23.94 FEET WITH A RADIAL LINE IN OF NORTH 41°32'59" WEST AND A RADIAL LINE OUT OF NORTH 81°14'26" EAST FOR AN ARC LENGTH OF 24.96 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 39.96 FEET, A CENTRAL ANGLE OF 29°50'12", THE RADIUS OF WHICH BEARS SOUTH 81°14'26" WEST, THE CHORD OF WHICH BEARS NORTH 23°40'40" WEST FOR A DISTANCE OF 77.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 78.11 FEET; THENCE NORTH 38°35'46" WEST, 332.40 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, A TANGENT LENGTH OF 41.18 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS NORTH 51°24'14" EAST, THE CHORD OF WHICH BEARS NORTH 53°56'55" WEST FOR A DISTANCE OF 79.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 80.39 FEET; THENCE NORTH 69°18'05" WEST, 129.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.36 FEET, A CENTRAL ANGLE OF 67°26'46", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 76°58'32" WEST FOR A DISTANCE OF 38.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.20 FEET; THENCE SOUTH 43°15'09" WEST, 80.16 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 46°44'51" EAST, THE CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE SOUTH 46°44'51" EAST, 97.68 FEET; THENCE SOUTH 43°15'09" WEST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 50.32 FEET; THENCE SOUTH 45°57'01" WEST, 50.06 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A TANGENT LENGTH OF 25.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 01°44'51" EAST FOR A DISTANCE OF 35.36 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'09" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°15'09" WEST, 755.62 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 475.00 FEET, A TANGENT LENGTH OF 152.35 FEET, A CENTRAL ANGLE OF 35°33'56", THE RADIUS OF

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WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS SOUTH 61°02'07" WEST FOR A DISTANCE OF 290.14 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 294.85 FEET; THENCE SOUTH 03°23'12" EAST, 50.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'03", A TANGENT LENGTH OF 22.82 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 58°02'37" EAST FOR A DISTANCE OF 33.71 FEET WITH A RADIAL LINE IN OF SOUTH 10°26'08" EAST AND A RADIAL LINE OUT OF NORTH 74°20'55" EAST FOR AN ARC LENGTH OF 36.99 FEET; THENCE SOUTH 15°39'05" EAST, 381.67 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 96.21 FEET, A CENTRAL ANGLE OF 57°36'03", THE RADIUS OF WHICH BEARS NORTH 74°20'55" EAST, THE CHORD OF WHICH BEARS SOUTH 44°27'07" EAST FOR A DISTANCE OF 168.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.93 FEET; THENCE SOUTH 73°15'08" EAST, 568.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 22.05 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 16°44'52" EAST, THE CHORD OF WHICH BEARS SOUTH 78°50'59" EAST FOR A DISTANCE OF 43.89 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 43.96 FEET; THENCE SOUTH 84°26'49" EAST, 169.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 05°33'11" WEST, THE CHORD OF WHICH BEARS SOUTH 39°26'49" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 05°33'11" WEST, 401.33 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 19.92 FEET, A CENTRAL ANGLE OF 10°07'01", THE RADIUS OF WHICH BEARS SOUTH 84°26'49" EAST, THE CHORD OF WHICH BEARS SOUTH 00°29'40" WEST FOR A DISTANCE OF 39.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.73 FEET; THENCE SOUTH 04°33'51" EAST, 88.26 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.09 FEET, A CENTRAL ANGLE OF 86°06'43", A TANGENT LENGTH OF 23.44 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 42°17'53" WEST FOR A DISTANCE OF 34.26 FEET WITH A RADIAL LINE IN OF SOUTH 89°14'32" WEST AND A RADIAL LINE OUT OF SOUTH 04°38'45" EAST FOR AN ARC LENGTH OF 37.71 FEET; THENCE SOUTH 07°34'30" EAST, 50.07 FEET; THENCE NORTH 85°26'09" EAST, 527.70 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 33.13 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 87°41'39" EAST FOR A DISTANCE OF 65.79 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 65.95 FEET; THENCE SOUTH 80°49'28" EAST, 138.72 FEET; THENCE SOUTH 80°49'28" EAST, 60.86 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 186.01 FEET, A CENTRAL ANGLE OF 79°09'39", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS SOUTH 41°14'38" EAST FOR A DISTANCE OF 286.72 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 310.86 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 01°39'48" EAST, 438.65 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A TANGENT LENGTH OF 77.16 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 17°20'12" EAST FOR A DISTANCE OF 148.58 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 150.45 FEET; THENCE SOUTH 33°00'36" EAST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH

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A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 56°59'24" WEST, THE CHORD OF WHICH BEARS SOUTH 11°59'24" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 56°59'24" WEST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A TANGENT LENGTH OF 178.08 FEET, A CENTRAL ANGLE OF 57°26'24", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS SOUTH 85°42'36" WEST FOR A DISTANCE OF 312.34 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 325.82 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 13.18 FEET, A CENTRAL ANGLE OF 55°35'03", THE RADIUS OF WHICH BEARS NORTH 24°25'48" EAST, THE CHORD OF WHICH BEARS NORTH 37°46'41" WEST FOR A DISTANCE OF 23.31 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.25 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 117.80 FEET, A CENTRAL ANGLE OF 124°28'58", THE RADIUS OF WHICH BEARS SOUTH 80°00'51" WEST, THE CHORD OF WHICH BEARS NORTH 72°13'38" WEST FOR A DISTANCE OF 109.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 134.70 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B"; THENCE NORTH 44°28'07" WEST, 123.89 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 19.15 FEET, A CENTRAL ANGLE OF 8°25'07", A TANGENT LENGTH OF 1.41 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°58'09" EAST FOR A DISTANCE OF 2.81 FEET WITH A RADIAL LINE IN OF SOUTH 53°14'24" EAST AND A RADIAL LINE OUT OF NORTH 44°49'18" WEST FOR AN ARC LENGTH OF 2.81 FEET; THENCE NORTH 47°59'56" EAST, 13.29 FEET; THENCE , ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.86 FEET, A CENTRAL ANGLE OF 20°12'51", A TANGENT LENGTH OF 9.96 FEET, THE LONG CHORD OF WHICH BEARS NORTH 36°14'52" EAST FOR A DISTANCE OF 19.60 FEET WITH A RADIAL LINE IN OF NORTH 43°38'43" WEST AND A RADIAL LINE OUT OF SOUTH 63°51'34" EAST FOR AN ARC LENGTH OF 19.71 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 92°58'44", A TANGENT LENGTH OF 202.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 77°20'44" EAST FOR A DISTANCE OF 278.50 FEET WITH A RADIAL LINE IN OF SOUTH 33°50'07" EAST AND A RADIAL LINE OUT OF NORTH 59°08'38" EAST FOR AN ARC LENGTH OF 311.58 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 43°17'29", A TANGENT LENGTH OF 77.39 FEET, THE LONG CHORD OF WHICH BEARS NORTH 81°40'34" EAST FOR A DISTANCE OF 143.86 FEET WITH A RADIAL LINE IN OF NORTH 13°19'19" EAST AND A RADIAL LINE OUT OF SOUTH 29°58'10" EAST FOR AN ARC LENGTH OF 147.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 12°22'39", A TANGENT LENGTH OF 45.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°05'57" WEST FOR A DISTANCE OF 89.48 FEET WITH A RADIAL LINE IN OF NORTH 70°42'44" EAST AND A RADIAL LINE OUT OF SOUTH 83°05'23" WEST FOR AN ARC LENGTH OF 89.65 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 415.00 FEET, A TANGENT LENGTH OF 19.02 FEET, A CENTRAL ANGLE OF 5°14'49", THE RADIUS OF WHICH BEARS NORTH 83°05'23" EAST, THE CHORD OF WHICH BEARS NORTH 04°17'13" WEST FOR A DISTANCE OF 37.99 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 38.00 FEET; THENCE NORTH 01°39'48" WEST, 438.67 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 84.98 FEET, A CENTRAL ANGLE OF 79°10'28", A TANGENT LENGTH OF 70.27 FEET, THE LONG CHORD OF

DRAFT

WHICH BEARS NORTH 41°14'58" WEST FOR A DISTANCE OF 108.30 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'16" WEST AND A RADIAL LINE OUT OF NORTH 09°09'48" EAST FOR AN ARC LENGTH OF 117.43 FEET; THENCE NORTH 80°49'28" WEST, 199.57 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A TANGENT LENGTH OF 16.26 FEET, A CENTRAL ANGLE OF 13°44'23", THE RADIUS OF WHICH BEARS SOUTH 09°10'32" WEST, THE CHORD OF WHICH BEARS NORTH 87°41'39" WEST FOR A DISTANCE OF 32.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.37 FEET; THENCE SOUTH 85°26'09" WEST, 397.75 FEET; THENCE SOUTH 67°41'30" WEST, 52.50 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 43°31'49", A TANGENT LENGTH OF 15.97 FEET, THE LONG CHORD OF WHICH BEARS NORTH 72°47'56" WEST FOR A DISTANCE OF 29.66 FEET WITH A RADIAL LINE IN OF SOUTH 38°57'58" WEST AND A RADIAL LINE OUT OF NORTH 04°33'51" WEST FOR AN ARC LENGTH OF 30.39 FEET; THENCE SOUTH 85°26'09" WEST, 199.46 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.16 FEET, A CENTRAL ANGLE OF 30°49'13", THE RADIUS OF WHICH BEARS SOUTH 04°33'51" EAST, THE CHORD OF WHICH BEARS SOUTH 70°01'33" WEST FOR A DISTANCE OF 29.23 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.59 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 207.00 FEET, A TANGENT LENGTH OF 12.40 FEET, A CENTRAL ANGLE OF 06°51'22", THE RADIUS OF WHICH BEARS NORTH 35°23'04" WEST, THE CHORD OF WHICH BEARS SOUTH 58°02'37" WEST FOR A DISTANCE OF 24.76 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.77 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 14.05 FEET, A CENTRAL ANGLE OF 43°44'22", THE RADIUS OF WHICH BEARS SOUTH 28°31'42" EAST, THE CHORD OF WHICH BEARS SOUTH 39°36'07" WEST FOR A DISTANCE OF 26.07 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 26.72 FEET; THENCE NORTH 72°16'04" WEST, 26.66 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 62°39'21", A TANGENT LENGTH OF 122.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 75°01'00" WEST FOR A DISTANCE OF 210.05 FEET WITH A RADIAL LINE IN OF NORTH 16°20'40" WEST AND A RADIAL LINE OUT OF SOUTH 46°18'41" WEST FOR AN ARC LENGTH OF 220.90 FEET; THENCE NORTH 62°51'15" WEST, 42.54 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 52°02'26", A TANGENT LENGTH OF 19.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°07'32" EAST FOR A DISTANCE OF 35.10 FEET WITH A RADIAL LINE IN OF NORTH 62°51'15" WEST AND A RADIAL LINE OUT OF NORTH 65°06'19" EAST FOR AN ARC LENGTH OF 36.33 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 202.00 FEET, A TANGENT LENGTH OF 45.52 FEET, A CENTRAL ANGLE OF 25°23'54", THE RADIUS OF WHICH BEARS NORTH 65°06'19" EAST, THE CHORD OF WHICH BEARS NORTH 12°11'44" WEST FOR A DISTANCE OF 88.81 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 89.54 FEET; THENCE SOUTH 86°39'32" EAST, 140.56 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 17°37'42", A TANGENT LENGTH OF 9.61 FEET, THE LONG CHORD OF WHICH BEARS NORTH 02°52'25" EAST FOR A DISTANCE OF 19.00 FEET WITH A RADIAL LINE IN OF NORTH 84°03'33" EAST AND A RADIAL LINE OUT OF NORTH 78°18'44" WEST FOR AN ARC LENGTH OF 19.08 FEET; THENCE NORTH 86°39'32" WEST, 145.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 13°56'07", A TANGENT LENGTH OF 3.67 FEET, THE LONG CHORD OF WHICH BEARS

DRAFT

NORTH 35°17'10" WEST FOR A DISTANCE OF 7.28 FEET WITH A RADIAL LINE IN OF SOUTH 61°40'53" WEST AND A RADIAL LINE OUT OF NORTH 47°44'47" EAST FOR AN ARC LENGTH OF 7.30 FEET; THENCE NORTH 51°21'25" EAST, 38.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 52°51'38", A TANGENT LENGTH OF 92.95 FEET, THE LONG CHORD OF WHICH BEARS NORTH 42°09'39" EAST FOR A DISTANCE OF 166.47 FEET WITH A RADIAL LINE IN OF SOUTH 74°16'10" EAST AND A RADIAL LINE OUT OF NORTH 21°24'33" WEST FOR AN ARC LENGTH OF 172.52 FEET; THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 187.00 FEET, A TANGENT LENGTH OF 94.28 FEET, A CENTRAL ANGLE OF 53°30'36", THE RADIUS OF WHICH BEARS SOUTH 21°24'33" EAST, THE CHORD OF WHICH BEARS SOUTH 84°39'14" EAST FOR A DISTANCE OF 168.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 174.64 FEET; THENCE NORTH 85°26'09" EAST, 67.25 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 7°56'14", A TANGENT LENGTH OF 24.28 FEET, THE LONG CHORD OF WHICH BEARS NORTH 01°35'03" EAST FOR A DISTANCE OF 48.45 FEET WITH A RADIAL LINE IN OF NORTH 87°36'56" EAST AND A RADIAL LINE OUT OF NORTH 84°26'49" WEST FOR AN ARC LENGTH OF 48.49 FEET; THENCE NORTH 05°33'11" EAST, 301.33 FEET; NORTH 84°26'49" WEST, 69.27 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 350.00 FEET, A TANGENT LENGTH OF 34.30 FEET, A CENTRAL ANGLE OF 11°11'41", THE RADIUS OF WHICH BEARS NORTH 05°33'11" EAST, THE CHORD OF WHICH BEARS NORTH 78°50'59" WEST FOR A DISTANCE OF 68.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 68.39 FEET; THENCE NORTH 73°15'08" WEST, 451.87 FEET; THENCE SOUTH 40°18'38" WEST, 28.31 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 66°16'25", A TANGENT LENGTH OF 22.85 FEET, THE LONG CHORD OF WHICH BEARS NORTH 40°03'17" WEST FOR A DISTANCE OF 38.26 FEET WITH A RADIAL LINE IN OF SOUTH 83°04'55" WEST AND A RADIAL LINE OUT OF NORTH 16°48'31" EAST FOR AN ARC LENGTH OF 40.48 FEET; THENCE NORTH 73°09'58" WEST, 82.05 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 49°29'04", A TANGENT LENGTH OF 140.56 FEET, THE LONG CHORD OF WHICH BEARS NORTH 46°52'45" WEST FOR A DISTANCE OF 255.31 FEET WITH A RADIAL LINE IN OF NORTH 18°22'43" EAST AND A RADIAL LINE OUT OF SOUTH 67°51'46" WEST FOR AN ARC LENGTH OF 263.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 45°43'31", A TANGENT LENGTH OF 10.54 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°03'07" WEST FOR A DISTANCE OF 19.43 FEET WITH A RADIAL LINE IN OF SOUTH 67°48'38" WEST AND A RADIAL LINE OUT OF NORTH 22°05'07" EAST FOR AN ARC LENGTH OF 19.95 FEET; THENCE NORTH 09°41'16" EAST, 29.40 FEET; THENCE NORTH 15°39'05" WEST, 287.50 FEET; THENCE SOUTH 85°44'23" WEST, 351.00 FEET; THENCE SOUTH 85°44'23" WEST, 5.59 FEET; THENCE SOUTH 51°21'49" WEST, 14.94 FEET; THENCE SOUTH 04°15'37" EAST, 1.71 FEET; THENCE SOUTH 27°09'21" WEST, 45.43 FEET; THENCE NORTH 64°19'35" WEST, 17.83 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 42°38'23", A TANGENT LENGTH OF 9.76 FEET, THE LONG CHORD OF WHICH BEARS NORTH 85°38'52" WEST FOR A DISTANCE OF 18.18 FEET WITH A RADIAL LINE IN OF SOUTH 25°40'19" WEST AND A RADIAL LINE OUT OF NORTH 16°58'04" WEST FOR AN ARC LENGTH OF 18.61 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 39.01 FEET, A CENTRAL ANGLE OF 22°58'20", THE RADIUS OF WHICH BEARS NORTH 16°58'04" WEST, THE

DRAFT

CHORD OF WHICH BEARS SOUTH 84°31'07" WEST FOR A DISTANCE OF 76.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 76.98 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 16.54 FEET, A CENTRAL ANGLE OF 66°59'12", THE RADIUS OF WHICH BEARS SOUTH 06°00'17" WEST, THE CHORD OF WHICH BEARS SOUTH 62°30'41" WEST FOR A DISTANCE OF 27.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.23 FEET; THENCE NORTH 36°10'52" WEST, 35.30 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 112°42'56", A TANGENT LENGTH OF 281.01 FEET, THE LONG CHORD OF WHICH BEARS NORTH 13°10'16" WEST FOR A DISTANCE OF 311.36 FEET WITH A RADIAL LINE IN OF NORTH 20°28'15" EAST AND A RADIAL LINE OUT OF NORTH 46°48'48" WEST FOR AN ARC LENGTH OF 367.88 FEET; THENCE SOUTH 46°48'48" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 15°35'00", A TANGENT LENGTH OF 8.48 FEET, THE LONG CHORD OF WHICH BEARS NORTH 50°58'42" EAST FOR A DISTANCE OF 16.81 FEET WITH A RADIAL LINE IN OF SOUTH 46°48'48" EAST AND A RADIAL LINE OUT OF NORTH 31°13'48" WEST FOR AN ARC LENGTH OF 16.86 FEET; THENCE NORTH 31°13'48" WEST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 24°15'25", A TANGENT LENGTH OF 40.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 70°53'54" EAST FOR A DISTANCE OF 78.58 FEET WITH A RADIAL LINE IN OF SOUTH 31°13'48" EAST AND A RADIAL LINE OUT OF NORTH 06°58'23" WEST FOR AN ARC LENGTH OF 79.17 FEET; THENCE NORTH 60°57'02" EAST, 41.34 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 49°45'51", A TANGENT LENGTH OF 16.23 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 53°55'54" EAST FOR A DISTANCE OF 29.45 FEET WITH A RADIAL LINE IN OF NORTH 60°57'02" EAST AND A RADIAL LINE OUT OF SOUTH 11°11'11" WEST FOR AN ARC LENGTH OF 30.40 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 27.53 FEET, A CENTRAL ANGLE OF 16°19'11", THE RADIUS OF WHICH BEARS SOUTH 11°11'11" WEST, THE CHORD OF WHICH BEARS SOUTH 70°39'14" EAST FOR A DISTANCE OF 54.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.69 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 15.65 FEET, A CENTRAL ANGLE OF 31°45'59", THE RADIUS OF WHICH BEARS NORTH 27°30'22" EAST, THE CHORD OF WHICH BEARS SOUTH 78°22'38" EAST FOR A DISTANCE OF 30.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 30.49 FEET; THENCE NORTH 85°44'23" EAST, 75.29 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 10.59 FEET, A CENTRAL ANGLE OF 33°39'54", THE RADIUS OF WHICH BEARS NORTH 04°15'37" WEST, THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS

DRAFT

NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A

DRAFT

NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS

DRAFT

SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

THE CHORD OF WHICH BEARS NORTH 68°54'26" EAST FOR A DISTANCE OF 20.27 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.56 FEET; THENCE SOUTH 37°55'31" EAST, 13.06 FEET; THENCE NORTH 85°44'23" EAST, 238.01 FEET; THENCE NORTH 52°27'59" EAST, 47.64 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 68°31'58", A TANGENT LENGTH OF 23.85 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°12'07" EAST FOR A DISTANCE OF 39.41 FEET WITH A RADIAL LINE IN OF NORTH 55°03'52" EAST AND A RADIAL LINE OUT OF SOUTH 13°28'06" EAST FOR AN ARC LENGTH OF 41.86 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A TANGENT LENGTH OF 44.16 FEET, A CENTRAL ANGLE OF 14°35'21", THE RADIUS OF WHICH BEARS NORTH 13°28'06" WEST, THE CHORD OF WHICH BEARS NORTH 69°14'13" EAST FOR A DISTANCE OF 87.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 87.85 FEET; THENCE, ALONG A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 23.73 FEET, A CENTRAL ANGLE OF 68°17'05", THE RADIUS OF WHICH BEARS NORTH 28°03'28" WEST, THE CHORD OF WHICH BEARS NORTH 27°48'00" EAST FOR A DISTANCE OF 39.29 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 41.71 FEET; THENCE SOUTH 33°48'26" EAST, 25.42 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°56'25", A TANGENT LENGTH OF 39.69 FEET, THE LONG CHORD OF WHICH BEARS NORTH 49°43'22" EAST FOR A DISTANCE OF 78.88 FEET WITH A RADIAL LINE IN OF NORTH 33°48'26" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 79.05 FEET; THENCE NORTH 43°15'09" EAST, 371.23 FEET; THENCE NORTH 05°14'13" EAST, 29.95 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 51°59'04", A TANGENT LENGTH OF 17.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 69°14'41" EAST FOR A DISTANCE OF 30.68 FEET WITH A RADIAL LINE IN OF NORTH 05°14'13" EAST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 31.76 FEET; THENCE NORTH 43°15'09" EAST, 193.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 46°44'51" WEST, THE CHORD OF WHICH BEARS NORTH 01°44'51" WEST FOR A DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.98 FEET; THENCE NORTH 46°44'51" WEST, 219.06 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A TANGENT LENGTH OF 20.19 FEET, A CENTRAL ANGLE OF 53°33'30", THE RADIUS OF WHICH BEARS SOUTH 43°15'09" WEST, THE CHORD OF WHICH BEARS NORTH 73°31'36" WEST FOR A DISTANCE OF 36.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.39 FEET; THENCE NORTH 10°18'21" WEST, 35.76 FEET; THENCE NORTH 46°44'51" WEST, 240.00 FEET; THENCE

DRAFT

NORTH 43°15'09" EAST, 125.00 FEET; THENCE NORTH 46°44'51" WEST, 7.74 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 425.00 FEET, A TANGENT LENGTH OF 67.38 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 37°44'18" WEST FOR A DISTANCE OF 133.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.65 FEET; THENCE NORTH 28°43'45" WEST, 99.71 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE NORTH 28°43'45" WEST, 563.34 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 550.00 FEET, A TANGENT LENGTH OF 66.93 FEET, A CENTRAL ANGLE OF 13°52'36", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS NORTH 21°47'27" WEST FOR A DISTANCE OF 132.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 133.21 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 56°42'35", A TANGENT LENGTH OF 100.92 FEET, THE LONG CHORD OF WHICH BEARS NORTH 17°57'50" WEST FOR A DISTANCE OF 177.62 FEET WITH A RADIAL LINE IN OF NORTH 43°40'52" EAST AND A RADIAL LINE OUT OF NORTH 79°36'32" WEST FOR AN ARC LENGTH OF 185.09 FEET; THENCE SOUTH 79°36'32" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 122°51'52", A TANGENT LENGTH OF 113.87 FEET, THE LONG CHORD OF WHICH BEARS NORTH 71°49'24" EAST FOR A DISTANCE OF 108.90 FEET WITH A RADIAL LINE IN OF SOUTH 79°36'32" EAST AND A RADIAL LINE OUT OF NORTH 43°15'19" EAST FOR AN ARC LENGTH OF 132.95 FEET; THENCE NORTH 43°15'19" EAST, 130.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 65°53'08", A TANGENT LENGTH OF 124.41 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°48'06" EAST FOR A DISTANCE OF 208.82 FEET WITH A RADIAL LINE IN OF SOUTH 43°15'19" WEST AND A RADIAL LINE OUT OF SOUTH 70°51'32" EAST FOR AN ARC LENGTH OF 220.78 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 24.41 FEET, A CENTRAL ANGLE OF 47°52'13", THE RADIUS OF WHICH BEARS SOUTH 70°51'32" EAST, THE CHORD OF WHICH BEARS SOUTH 04°47'38" EAST FOR A DISTANCE OF 44.63 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 28°43'45" EAST, 398.75 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, A TANGENT LENGTH OF 36.34 FEET, A CENTRAL ANGLE OF 58°25'20", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 57°56'25" EAST FOR A DISTANCE OF 63.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 66.28 FEET; THENCE SOUTH 02°12'29" WEST, 69.95 FEET; THENCE SOUTH 28°43'45" EAST, 60.00 FEET; THENCE SOUTH 61°16'15" WEST, 125.00 FEET; THENCE SOUTH 28°43'45" EAST, 94.15 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 59.46 FEET, A CENTRAL ANGLE OF 18°01'06", THE RADIUS OF WHICH BEARS NORTH 61°16'15" EAST, THE CHORD OF WHICH BEARS SOUTH 37°44'18" EAST FOR A DISTANCE OF 117.44 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 117.93 FEET; THENCE SOUTH 46°44'51" EAST, 87.74 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 43°15'09" EAST, THE CHORD OF WHICH BEARS NORTH 88°15'09" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 43°15'09" EAST, 12.84 FEET; THENCE NORTH 46°44'51" WEST, 120.00 FEET; THENCE NORTH 43°15'09" EAST, 180.00 FEET; THENCE NORTH 36°08'27" EAST, 60.47 FEET; THENCE SOUTH 46°44'51" EAST, 120.00

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FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35°52'45", A TANGENT LENGTH OF 8.09 FEET, THE LONG CHORD OF WHICH BEARS NORTH 20°12'51" WEST FOR A DISTANCE OF 15.40 FEET WITH A RADIAL LINE IN OF SOUTH 87°43'31" WEST AND A RADIAL LINE OUT OF NORTH 51°50'46" EAST FOR AN ARC LENGTH OF 15.66 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 62.00 FEET, A TANGENT LENGTH OF 106.47 FEET, A CENTRAL ANGLE OF 240°25'30", THE RADIUS OF WHICH BEARS NORTH 51°50'46" EAST, THE CHORD OF WHICH BEARS NORTH 82°03'31" EAST FOR A DISTANCE OF 107.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 260.17 FEET; THENCE SOUTH 67°43'43" EAST, 120.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 20°58'52", A TANGENT LENGTH OF 33.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 32°45'43" WEST FOR A DISTANCE OF 66.28 FEET WITH A RADIAL LINE IN OF NORTH 67°43'43" WEST AND A RADIAL LINE OUT OF SOUTH 46°44'51" EAST FOR AN ARC LENGTH OF 66.65 FEET; THENCE SOUTH 43°15'09" WEST, 71.23 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 280.17 FEET, A CENTRAL ANGLE OF 68°35'05", A TANGENT LENGTH OF 191.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 77°33'19" EAST FOR A DISTANCE OF 315.70 FEET WITH A RADIAL LINE IN OF SOUTH 46°44'14" EAST AND A RADIAL LINE OUT OF NORTH 21°50'51" EAST FOR AN ARC LENGTH OF 335.37 FEET; THENCE SOUTH 69°18'05" EAST, 165.95 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 123.55 FEET, A CENTRAL ANGLE OF 30°42'19", THE RADIUS OF WHICH BEARS SOUTH 20°41'55" WEST, THE CHORD OF WHICH BEARS SOUTH 53°56'55" EAST FOR A DISTANCE OF 238.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 241.16 FEET; THENCE SOUTH 38°35'46" EAST, 332.40 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A TANGENT LENGTH OF 155.31 FEET, A CENTRAL ANGLE OF 38°04'54", THE RADIUS OF WHICH BEARS SOUTH 51°24'14" WEST, THE CHORD OF WHICH BEARS SOUTH 19°33'19" EAST FOR A DISTANCE OF 293.62 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 299.09 FEET; THENCE SOUTH 00°30'52" EAST, 135.74 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “A” ON THE WEST RIGHT OF WAY OF TEQUESTA COURT; THENCE NORTH 88°20'12" EAST, 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING OF TRACT 2; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 70°51'33", A TANGENT LENGTH OF 195.65 FEET, THE LONG CHORD OF WHICH BEARS NORTH 37°05'35" WEST FOR A DISTANCE OF 318.84 FEET WITH A RADIAL LINE IN OF SOUTH 88°20'12" WEST AND A RADIAL LINE OUT OF NORTH 17°28'39" EAST FOR AN ARC LENGTH OF 340.10 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 19.31 FEET, A CENTRAL ANGLE OF 75°21'10", THE RADIUS OF WHICH BEARS NORTH 17°28'39" EAST, THE CHORD OF WHICH BEARS NORTH 34°50'46" WEST FOR A DISTANCE OF 30.56 FEET; THENCE ALONG THE ARC OF SAID

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CURVE FOR A DISTANCE OF 32.88 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A TANGENT LENGTH OF 26.48 FEET, A CENTRAL ANGLE OF 23°55'30", THE RADIUS OF WHICH BEARS NORTH 87°10'11" WEST, THE CHORD OF WHICH BEARS NORTH 09°07'56" WEST FOR A DISTANCE OF 51.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 52.20 FEET; THENCE NORTH 68°54'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 6°37'38", A TANGENT LENGTH OF 14.47 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 17°46'52" EAST FOR A DISTANCE OF 28.90 FEET WITH A RADIAL LINE IN OF SOUTH 68°54'19" WEST AND A RADIAL LINE OUT OF NORTH 75°31'57" EAST FOR AN ARC LENGTH OF 28.92 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 14°36'10", A TANGENT LENGTH OF 51.25 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 55°34'36" EAST FOR A DISTANCE OF 101.67 FEET WITH A RADIAL LINE IN OF SOUTH 27°07'19" WEST AND A RADIAL LINE OUT OF NORTH 41°43'29" EAST FOR AN ARC LENGTH OF 101.95 FEET; THENCE SOUTH 49°38'59" EAST, 62.51 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 16°33'17", A TANGENT LENGTH OF 4.36 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 29°56'45" EAST FOR A DISTANCE OF 8.64 FEET WITH A RADIAL LINE IN OF NORTH 68°19'53" EAST AND A RADIAL LINE OUT OF SOUTH 51°46'37" WEST FOR AN ARC LENGTH OF 8.67 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 405.00 FEET, A TANGENT LENGTH OF 133.78 FEET, A CENTRAL ANGLE OF 36°33'35", THE RADIUS OF WHICH BEARS SOUTH 51°46'37" WEST, THE CHORD OF WHICH BEARS SOUTH 19°56'36" EAST FOR A DISTANCE OF 254.06 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 258.43 FEET; THENCE SOUTH 01°39'48" EAST, 325.12 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, A TANGENT LENGTH OF 62.30 FEET, A CENTRAL ANGLE OF 121°20'48", THE RADIUS OF WHICH BEARS NORTH 88°20'12" EAST, THE CHORD OF WHICH BEARS SOUTH 62°20'12" EAST FOR A DISTANCE OF 61.03 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 74.13 FEET; THENCE NORTH 56°59'24" EAST, 112.27 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 56°59'24" WEST, 320.09 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "C"; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 33°00'36" WEST, THE CHORD OF WHICH BEARS NORTH 78°00'36" WEST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE NORTH 33°00'36" WEST, 6.83 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A TANGENT LENGTH OF 63.13 FEET, A CENTRAL ANGLE OF 31°20'48", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 17°20'12" WEST FOR A DISTANCE OF 121.57 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 123.10 FEET; THENCE NORTH 01°39'48" WEST, 438.65 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT "B" ON THE RIGHT OF WAY OF REGAL DRIVE; THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 18°09'10", A TANGENT LENGTH OF 9.90 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 36°27'18" WEST FOR A DISTANCE OF 19.56 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF NORTH 44°28'07" WEST FOR AN ARC LENGTH OF 19.64 FEET TO A POINT OF BEGINNING; THENCE, ALONG A CURVE TO THE LEFT

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HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 147°12'05", A TANGENT LENGTH OF 210.67 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 46°13'19" EAST FOR A DISTANCE OF 118.96 FEET WITH A RADIAL LINE IN OF SOUTH 62°37'17" EAST AND A RADIAL LINE OUT OF SOUTH 29°49'22" EAST FOR AN ARC LENGTH OF 159.29 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 12.85 FEET, A CENTRAL ANGLE OF 54°25'09", THE RADIUS OF WHICH BEARS SOUTH 29°49'22" EAST, THE CHORD OF WHICH BEARS NORTH 87°23'12" EAST FOR A DISTANCE OF 22.86 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 23.74 FEET; THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, A TANGENT LENGTH OF 206.18 FEET, A CENTRAL ANGLE OF 57°36'23", THE RADIUS OF WHICH BEARS NORTH 24°35'47" EAST, THE CHORD OF WHICH BEARS NORTH 85°47'35" EAST FOR A DISTANCE OF 361.35 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 377.03 FEET; THENCE NORTH 56°59'24" EAST, 92.81 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 78°00'36" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET; THENCE SOUTH 33°00'36" EAST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A TANGENT LENGTH OF 95.75 FEET, A CENTRAL ANGLE OF 57°22'09", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS SOUTH 61°41'40" EAST FOR A DISTANCE OF 168.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 175.22 FEET; THENCE NORTH 89°37'15" EAST, 209.73 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 65°02'49", A TANGENT LENGTH OF 39.53 FEET, THE LONG CHORD OF WHICH BEARS NORTH 56°43'06" EAST FOR A DISTANCE OF 66.67 FEET WITH A RADIAL LINE IN OF NORTH 00°45'30" WEST AND A RADIAL LINE OUT OF SOUTH 65°48'19" EAST FOR AN ARC LENGTH OF 70.39 FEET; THENCE SOUTH 65°48'19" EAST, 125.00 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 65°38'40", A TANGENT LENGTH OF 120.62 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 57°01'01" WEST FOR A DISTANCE OF 202.72 FEET WITH A RADIAL LINE IN OF NORTH 65°48'19" WEST AND A RADIAL LINE OUT OF SOUTH 00°09'39" EAST FOR AN ARC LENGTH OF 214.25 FEET; THENCE SOUTH 89°37'15" WEST, 208.60 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A TANGENT LENGTH OF 110.86 FEET, A CENTRAL ANGLE OF 40°33'45", THE RADIUS OF WHICH BEARS NORTH 00°22'45" WEST, THE CHORD OF WHICH BEARS NORTH 70°05'53" WEST FOR A DISTANCE OF 207.98 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 212.38 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 53°12'23", A TANGENT LENGTH OF 252.92 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 82°57'17" WEST FOR A DISTANCE OF 452.29 FEET WITH A RADIAL LINE IN OF NORTH 33°38'54" WEST AND A RADIAL LINE OUT OF SOUTH 19°33'29" WEST FOR AN ARC LENGTH OF 468.96 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 85°02'27", A TANGENT LENGTH OF 176.06 FEET, THE LONG CHORD OF WHICH BEARS NORTH 59°43'06" WEST FOR A DISTANCE OF 259.53 FEET WITH A RADIAL LINE IN OF NORTH 12°14'20" WEST AND A RADIAL LINE OUT OF SOUTH 72°48'08" WEST FOR AN ARC LENGTH OF 284.97 FEET; THENCE NORTH 45°59'18" WEST, 32.02 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE

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OF 51°15'44", A TANGENT LENGTH OF 19.19 FEET, THE LONG CHORD OF WHICH BEARS NORTH 24°42'36" EAST FOR A DISTANCE OF 34.61 FEET WITH A RADIAL LINE IN OF NORTH 39°39'32" WEST AND A RADIAL LINE OUT OF NORTH 89°04'43" EAST FOR AN ARC LENGTH OF 35.79 FEET; THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 192.00 FEET, A TANGENT LENGTH OF 48.41 FEET, A CENTRAL ANGLE OF 28°17'59", THE RADIUS OF WHICH BEARS NORTH 89°04'43" EAST, THE CHORD OF WHICH BEARS NORTH 13°13'43" EAST FOR A DISTANCE OF 93.87 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.83 FEET; THENCE SOUTH 62°37'17" EAST, 130.00 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCING AT THE PREVIOUSLY MENTIONED POINT “C” ON THE NORTH RIGHT OF WAY OF REGAL DRIVE; THENCE SOUTH 33°00'36" EAST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF THE ABOVE SAID ROAD AND THE POINT OF BEGINNING; THENCE NORTH 56°59'24" EAST, 331.64 FEET; THENCE SOUTH 33°00'36" EAST, 125.00 FEET; THENCE SOUTH 18°07'27" WEST, 54.81 FEET; THENCE NORTH 71°52'33" WEST, 11.44 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, A TANGENT LENGTH OF 26.31 FEET, A CENTRAL ANGLE OF 51°08'03", THE RADIUS OF WHICH BEARS SOUTH 18°07'27" WEST, THE CHORD OF WHICH BEARS SOUTH 82°33'26" WEST FOR A DISTANCE OF 47.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 49.09 FEET; THENCE SOUTH 56°59'24" WEST, 140.58 FEET; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 20.64 FEET, A CENTRAL ANGLE OF 79°05'16", THE RADIUS OF WHICH BEARS SOUTH 33°00'36" EAST, THE CHORD OF WHICH BEARS SOUTH 17°26'46" WEST FOR A DISTANCE OF 31.83 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 34.51 FEET; THENCE SOUTH 56°59'24" WEST, 38.40 FEET; THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 58°54'28", A TANGENT LENGTH OF 70.59 FEET, THE LONG CHORD OF WHICH BEARS NORTH 62°27'50" WEST FOR A DISTANCE OF 122.93 FEET WITH A RADIAL LINE IN OF NORTH 01°55'04" WEST AND A RADIAL LINE OUT OF SOUTH 56°59'24" WEST FOR AN ARC LENGTH OF 128.52 FEET; THENCE NORTH 33°00'36" WEST, 18.23 FEET; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, A TANGENT LENGTH OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THE RADIUS OF WHICH BEARS NORTH 56°59'24" EAST, THE CHORD OF WHICH BEARS NORTH 11°59'24" EAST FOR A DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.40 ACRES +/-

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Exhibit B
Supplemental Engineer's Report

[attached beginning at following page]

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COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

10C

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

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

DECLARATION OF CONSENT TO THE JURISDICTION OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SERIES 2026 SPECIAL ASSESSMENTS

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation (the "**Landowner**"), is the primary owner and/or developer of a portion of those certain lands located within the boundaries of the Colbert Landings Community Development District (the "**District**"), described in the attached **Exhibit A** ("**Assessment Area Three**"); and

The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after March 7, 2023, a legally created, duly organized, and validly existing community development district under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended (the "**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with City Council of the City of Palm Coast, Florida (the "**City**"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons authorized by the Act; (b) City Ordinance 2023-2, adopted and effective on March 7, 2023, was duly and properly adopted by the City in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 7, 2023, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolutions 2023-25, 2023-28 and 2026-03 (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on Assessment Area Three. Such Series 2026 Assessments are legal, valid and binding first liens upon Assessment Area Three, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid. Landowner hereby agrees and acknowledges that the Assessment Resolutions provide that the lien for assessments remains inchoate until the District issues bonds and, without the need for further resolution, the lien attaches at the time of issuance of bonds, including the Series 2026 Bonds hereinafter defined.

3. The Landowner hereby expressly: (i) acknowledges, represents and agrees that

the Series 2026 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its $6,500,000 Special Assessment Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**"), or securing payment thereof (together the documents executed by Landowner in conjunction with the issuance of the Series 2026 Bonds, hereinafter the "**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offset whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2026 Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) agrees that the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or objection to the Assessment Resolutions, the Series 2026 Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) agrees that the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, Florida Statutes, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, Florida Statutes; and (v) acknowledges that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, Florida Statutes, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, Florida Statu*tes*, to prepay the Series 2026 Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay the Series 2026 Assessments in full at any time, but with interest, under the circumstances set forth in the Assessment Resolutions.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2026 Assessments is available from the District Manager (Wrathell, Hunt & Associates, LLC), whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM

CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the ____ day of March 2026.

[Signature on following page]

DRAFT

WITNESSES:

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation

_____
By: _____
Its: _____

_____
Witness Signature
Printed name:_____
Address: _____
_____

_____
Witness Signature
Printed name:_____
Address: _____
_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of March 2026, by _____, as _____ of Meritage Homes of Florida, Inc., for and on behalf of said entity. He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

DRAFT

Exhibit A
Assessment Area Three

DRAFT

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

Jennifer Kilinski, Esq.
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

DECLARATION OF CONSENT TO THE JURISDICTION OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SERIES 2026 SPECIAL ASSESSMENTS

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation (the "**Landowner**"), is the primary owner and/or developer of a portion of those certain lands located within the boundaries of the Colbert Landings Community Development District (the "**District**"), described in the attached **Exhibit A** ("**Assessment Area Three**"); and

The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after March 7, 2023, a legally created, duly organized, and validly existing community development district under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended (the "**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with City Council of the City of Palm Coast, Florida (the "**City**"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons authorized by the Act; (b) City Ordinance 2023-2, adopted and effective on March 7, 2023, was duly and properly adopted by the City in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 7, 2023, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolutions 2023-25, 2023-28 and 2026-03 (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on Assessment Area Three. Such Series 2026 Assessments are legal, valid and binding first liens upon Assessment Area Three, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid. Landowner hereby agrees and acknowledges that the Assessment Resolutions provide that the lien for assessments remains inchoate until the District issues bonds and, without the need for further resolution, the lien attaches at the time of issuance of bonds, including the Series 2026 Bonds hereinafter defined.

3. The Landowner hereby expressly: (i) acknowledges, represents and agrees that the Series 2026 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its $6,500,000 Special Assessment Revenue Bonds, Series

2026 (the "**Series 2026 Bonds**"), or securing payment thereof (together the documents executed by Landowner in conjunction with the issuance of the Series 2026 Bonds, hereinafter the "**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offset whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2026 Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) agrees that the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or objection to the Assessment Resolutions, the Series 2026 Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) agrees that the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, Florida Statutes, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, Florida Statutes; and (v) acknowledges that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, Florida Statutes, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, Florida Statu*tes*, to prepay the Series 2026 Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay the Series 2026 Assessments in full at any time, but with interest, under the circumstances set forth in the Assessment Resolutions.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2026 Assessments is available from the District Manager (Wrathell, Hunt & Associates, LLC), whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the ____ day of March 2026.

[Signature on following page]

DRAFT

WITNESSES:

_____
Print Name: _____
Address: _____
_____

TAYLOR MORRISON OF FLORIDA, INC.

_____
By: _____
Its: _____

_____
Print Name: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of March 2026, by _____, as _____ of Taylor Morrison of Florida, Inc. and is personal known to me or who produced _____ as identification.

_____
(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[notary seal]

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Exhibit A
Assessment Area Three

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COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

10D

AGREEMENT BY AND BETWEEN THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND MERITAGE HOMES OF FLORIDA, INC. REGARDING THE ACQUISITION OF WORK PRODUCT, IMPROVEMENTS & REAL PROPERTY

THIS AGREEMENT ("**Agreement**") is made and entered into this 5th day of March 2026, by and between:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Palm Coast, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"); and

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, and landowner of certain lands within Assessment Area Three of the District, with a mailing address of 13901 Sutton Park Drive South, Suite C-350, Jacksonville, Florida 32224, and its successors and assigns (the "**Landowner**" and, together with the District, each a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has adopted a improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the "**Improvements**") within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Engineer's Report for the Colbert Landings Community Development District*, dated March 28, 2023, ("**Master Engineer's Report**" and the improvements detailed therein, the "**Capital Improvement Plan**"), as supplemented by that certain *Supplemental Engineer's Report for Colbert Landings Phase 2*, dated March 5, 2026 ("**Supplemental Engineer's Report**" and the project detailed therein, the "**Phase 2 Project**" and together with the Master Engineer's Report, the "**Engineer's Report**"), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Landowner is currently the primary owner of certain lands located within the boundaries of the District and generally described in the attached **Exhibit B** ("**Assessment Area Three**"); and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its $6,500,000 Special Assessment Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**") and may further issue bonds in the future; and

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WHEREAS, because the Series 2026 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Phase 2 Project (the "**Work Product**"); and

WHEREAS, the District acknowledges the Landowner needs to have the Improvements, including the Phase 2 Project, constructed in an expeditious and timely manner in order to develop the District lands including the lands encompassing Assessment Area Three; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Series 2026 Bonds; and

WHEREAS, to avoid a delay in the commencement of the construction of the Improvements, the Landowner has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the acquisition of certain Work Product and the Improvements, and may accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Landowner may desire to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the "**Real Property**"); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. WORK PRODUCT. The District agrees to pay the lesser of actual cost incurred by the Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the "**Acquisition Date**"). The Parties agree that separate or multiple Acquisition Dates may

be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "**Board**") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Series 2026 Bonds ("**Trustee**"). In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or ongoing ownership and operation of the Improvements.

A. The Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Landowner shall retain the right, title and interest to use the Work Product, and the District shall grant the Landowner a license to use the Work Product to the extent reasonably required by the Landowner in connection with the ownership, construction, development, and management of the Phase 2 Project or other lands owned by Landowner to which such Work Product pertains. To the extent determined necessary by the District, the Landowner shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Landowner to the District in respect thereto.

D. The Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction

of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Landowner has or is anticipated to prior to issuance of the Series 2026 Bonds, expend certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Landowner for those portions of the Improvements which commenced or were completed prior to the issuance of the Series 2026 Bonds. When a portion of the Improvements is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to

certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Landowner and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Landowner providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2026 Bonds are actually issued, the Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. ***Conveyance.*** In the event that real property interests are to be conveyed by the Landowner and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Landowner, then in such event, the Landowner agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof.

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The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Landowner conveys said lands to the District. At the time of conveyance, the District may require, at Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. ***Boundary or Other Adjustments.*** Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Flagler County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

B. ***Notice.*** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Landowner covenants to make any payments due hereunder in a

timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

C. ***Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2026 Bonds ("**Prior Acquisitions**"). The District agrees to pursue the issuance of the Series 2026 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2026 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2026 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Landowner acknowledges that the District intends to convey some or all of the Improvements to the City of Palm Coast, Florida, Flagler County, Florida and other public entities and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by

the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing Party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Landowner relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Series 2026 Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A.	If to the District:	Colbert Landings CDD c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
	With a copy to:	Kilinski | Van Wyk PLLC 517 East College Avenue Tallahassee, Florida 32301 Attn: District Counsel
B.	If to Landowner:	Meritage Homes of Florida, Inc. 13901 Sutton Park Drive South, Suite C-350 Jacksonville, Florida 32224 Attention: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place

of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

SECTION 16. THIRD-PARTY BENEFICIARIES. Subject to the next succeeding sentence, this Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Series 2026 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also, notwithstanding anything herein to the contrary, the Trustee for the Series 2026 Bonds, on behalf of the owners of the Series 2026 Bonds, shall be a direct third-party beneficiary acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2026 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Phase 2 Project then-owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions

contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Flagler County, Florida.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Landowner.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2026 Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Chapter 119, *Florida Statutes*, and other applicable Florida public records laws. The Landowner shall comply with all public records requirements, including but not limited to the requirement to: (a) keep and maintain public records that ordinarily and necessarily would be required by the District to perform the services under this Agreement; (b) provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Landowner upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. **IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE DISTRICT MANAGER'S OFFICE HEREIN PROVIDED.**

SECTION 22. 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, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes,* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 26. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Landowner certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Landowner agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

[*Remainder of this page left intentionally blank*]

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IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
By: Martha Schiffer
Its: Chairperson

(District Signature Page)

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IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

WITNESS:	**MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation
_____	_____
Print Name: _____	By:_____
	Its: _____

(Landowner Signature Page)

Exhibit A: Supplemental Engineer's Report
Exhibit B: Assessment Area Three

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Exhibit A
Supplemental Engineer's Report

[attached beginning at following page]

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Exhibit B
Assessment Area Three

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AGREEMENT BY AND BETWEEN THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT AND TAYLOR MORRISON OF FLORIDA, INC. REGARDING THE ACQUISITION OF WORK PRODUCT, IMPROVEMENTS & REAL PROPERTY

THIS AGREEMENT ("**Agreement**") is made and entered into this 5th day of March 2026, by and between:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Palm Coast, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"); and

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, and landowner of certain lands within Assessment Area Three of the District, with a mailing address of 7785 Baymeadows Way, Suite 105, Jacksonville, Florida 32256, and its successors and assigns (the "**Landowner**" and, together with the District, each a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has adopted a improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the "**Improvements**") within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Engineer's Report for the Colbert Landings Community Development District*, dated March 28, 2023, ("**Master Engineer's Report**" and the improvements detailed therein, the "**Capital Improvement Plan**"), as supplemented by that certain *Supplemental Engineer's Report for Colbert Landings Phase 2*, dated March 5, 2026 ("**Supplemental Engineer's Report**" and the project detailed therein, the "**Phase 2 Project**" and together with the Master Engineer's Report, the "**Engineer's Report**"), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Landowner is currently the primary owner of certain lands located within the boundaries of the District and generally described in the attached **Exhibit B** ("**Assessment Area Three**"); and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its $6,500,000 Special Assessment Revenue Bonds, Series 2026 (the "**Series 2026 Bonds**") and may further issue bonds in the future; and

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WHEREAS, because the Series 2026 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Phase 2 Project (the "**Work Product**"); and

WHEREAS, the District acknowledges the Landowner needs to have the Improvements, including the Phase 2 Project, constructed in an expeditious and timely manner in order to develop the District lands including the lands encompassing Assessment Area Three; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Series 2026 Bonds; and

WHEREAS, to avoid a delay in the commencement of the construction of the Improvements, the Landowner has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the acquisition of certain Work Product and the Improvements, and may accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Landowner may desire to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the "**Real Property**"); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. WORK PRODUCT. The District agrees to pay the lesser of actual cost incurred by the Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the "**Acquisition Date**"). The Parties agree that separate or multiple

Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "**Board**") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Series 2026 Bonds ("**Trustee**"). In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or ongoing ownership and operation of the Improvements.

A. The Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Landowner shall retain the right, title and interest to use the Work Product, and the District shall grant the Landowner a license to use the Work Product to the extent reasonably required by the Landowner in connection with the ownership, construction, development, and management of the Phase 2 Project or other lands owned by Landowner to which such Work Product pertains. To the extent determined necessary by the District, the Landowner shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Landowner to the District in respect thereto.

D. The Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or

directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Landowner has or is anticipated to prior to issuance of the Series 2026 Bonds, expend certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Landowner for those portions of the Improvements which commenced or were completed prior to the issuance of the Series 2026 Bonds. When a portion of the Improvements is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Landowner and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Landowner providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2026 Bonds are actually issued, the Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. ***Conveyance.*** In the event that real property interests are to be conveyed by the Landowner and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Landowner, then in such event, the Landowner agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related

purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Landowner conveys said lands to the District. At the time of conveyance, the District may require, at Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. ***Boundary or Other Adjustments.*** Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Flagler County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

B. ***Notice.*** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement or notice of any other taxes

assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

C. ***Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2026 Bonds ("**Prior Acquisitions**"). The District agrees to pursue the issuance of the Series 2026 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2026 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2026 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Landowner acknowledges that the District intends to convey some or all of the Improvements to the City of Palm Coast, Florida, Flagler County, Florida and other public entities and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Landowner, its officers, agents, employees, invitees or

affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing Party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Landowner relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Series 2026 Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District:
Colbert Landings CDD
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to:
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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B. If to Landowner: Taylor Morrison of Florida, Inc.
7785 Baymeadows Way, Suite 105
Jacksonville, Fl 32256
Attention: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

SECTION 16. THIRD-PARTY BENEFICIARIES. Subject to the next succeeding sentence, this Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Series 2026 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also, notwithstanding anything herein to the contrary, the Trustee for the Series 2026 Bonds, on behalf of the owners of the Series 2026 Bonds, shall be a direct third-party beneficiary acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2026 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding. Such consent shall not be required

in the event of a sale of the majority of the Phase 2 Project then-owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Flagler County, Florida.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Landowner.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2026 Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Chapter 119, *Florida Statutes*, and other applicable Florida public records laws. The Landowner shall comply with all public records requirements, including but not limited to the requirement to: (a) keep and maintain public records that ordinarily and necessarily would be required by the District to perform the services under this Agreement; (b) provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Landowner upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. **IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE DISTRICT MANAGER'S OFFICE HEREIN PROVIDED.**

SECTION 22. 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, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by

the Florida Legislature in Section 768.28, *Florida Statutes,* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 26. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Landowner certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Landowner agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

[*Remainder of this page left intentionally blank*]

DRAFT

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
By: Martha Schiffer
Its: Chairperson, Board of Supervisors

(District Signature Page)

DRAFT

IN WITNESS WHEREOF, the Parties (Landowner Signature Page) execute this Agreement the day and year first written above.

WITNESS:

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation

_____
Print Name:_____

_____
By: _____
Its: _____

(Landowner Signature Page)

Exhibit A: Supplemental Engineer's Report
Exhibit B: Assessment Area Three

DRAFT

Exhibit A
Supplemental Engineer's Report

[attached beginning at following page]

DRAFT

Exhibit B
Assessment Area Three

DRAFT

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

11

GT GreenbergTraurig

March 5, 2026

Colbert Landings Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Attention: Michael Hoyos
District Manager

Re: Bond Counsel – Colbert Landings Community Development District

Ladies and Gentlemen:

Greenberg Traurig P.A. (the "Firm") would be pleased to serve as Bond Counsel to Colbert Landings Community Development District (the "District") in connection with its proposed financing program involving the issuance of special assessment bonds which will provide infrastructure for an approximately 293.3-acre community anticipated to ultimately serve approximately 482 residential dwelling units located within City of Palm Coast, Florida. For purposes of this letter, we have assumed that the District will issue long term "permanent" bonds to finance public infrastructure for multiple phases in multiple series. The District may also issue bond anticipation notes or other short-term debt, depending on market conditions. In tendering this engagement letter, the Firm contemplates a continuing relationship with the District as its bond counsel. Because the amount and timing of any particular series of bonds or other debt is undetermined at this time, we would propose a flat fee structure. At the meeting at which this proposal is considered and accepted, we will submit a master bond resolution and a form of Master Trust Indenture for consideration and approval by the Board of Supervisors. Such documents are designed to authorize future issuance, and facilitate the validation process for, special assessment bonds to be issued from time to time by the District to carry out the capital improvement program described in a Master Engineer's Report and Master Assessment Methodology approved by the Board from time to time. At the time the District is ready to approve a particular series of bonds or notes, the Firm will provide a fixed fee and expense quote for such financing. Such fee will be dependent on the terms, size, structure and timing of each particular financing. For the District's Series 2026 Bonds being considered at the District's March 5, 2026 meeting, the proposed discounted fee would equal $35,000, plus expenses, in consideration of the historical relationship with the District's prior bond counsel.

Our services to the District also include working collaboratively with other members of the finance team in facilitating compliance with applicable development orders or agreements to

which the District or its principal landowners may be parties. A flat amount will be added to our invoice at each bond closing to cover expenses. CD or other electronic transcripts will be provided after closing of each series at no charge. On rare occasions, if for any reason the District is unable to complete a financing that the finance team has been working on, we would expect to be paid for our time and expenses at our normal hourly rates less 10%, subject to a cap equal to the otherwise applicable fixed fee agreed upon for such financing as set forth above. In such an unlikely case, we would expect that payment would be made under a developer funding agreement with Meritage Homes of Florida, Inc. and Taylor Morrison of Florida, Inc., or affiliates or principals thereof.

We would appreciate it if this bond counsel engagement agreement could be presented to the Board of Supervisors at its next scheduled meeting on March 5, 2026. If the foregoing proposal is acceptable to the District, please so indicate by executing this agreement and emailing a copy back to me.

The Firm looks forward to serving the District as its Bond Counsel.

Yours sincerely,

/s/ George A. Smith

George A. Smith

Accepted and agreed to as of
this ___ day of March, 2026

_____
Chairman, Board of Supervisors

GAS/cls

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

12

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

FINANCIAL STATEMENTS

September 30, 2024

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
September 30, 2024

CONTENTS

	PAGE
Independent Auditors' Report	1-3
Management's Discussion and Analysis	4-8
Government-wide Financial Statements:	
Statement of Net Position	9
Statement of Activities	10
Fund Financial Statements:	
Balance Sheet – Governmental Funds	11
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	12
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	13
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	14
Notes to the Financial Statements	15-25
Required Supplementary Information	
Statement of Revenues and Expenditures – Budget and Actual – General Fund	26
Notes to Required Supplementary Information	27
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	28-29
Independent Auditor's Report on Compliance with the Requirements of Section 218.415, Florida Statutes, Required by Rule 10.556 (10) of the Auditor General of the State of Florida	30
Auditor's Management Letter Required by Chapter 10.550, Florida Statutes	31-33

INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors
Colbert Landings Community Development District
Flagler County, Florida

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Colbert Landings Community Development District, Flagler County, Florida ("District") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated September 2, 2025, on our consideration of the Colbert Landings Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated September 2, 2025 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
September 2, 2025

Our discussion and analysis of Colbert Landings Community Development District, Flagler County, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of ($284,641).

- The change in the District's total net position in comparison with the prior fiscal year was ($272,881), an increase of the deficit balance. The key component of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.

- At September 30, 2024, the District's governmental funds reported combined ending fund balances of $3,737,735. A portion of fund balance is restricted for debt service and future capital repairs and replacement, and the remainder is mostly unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund. All funds are major funds. The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year. A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

Key components of net position were as follows:

Statement of Net Position

	2024	2023 (UNAUDITED)
Current assets	$ 3,771,222	$ 60,706
Capital assets	840	-
Total assets	3,772,062	60,706
Current liabilities	131,703	72,466
Long-term liabilities	3,925,000	-
Total liabilities	4,056,703	72,466
Net position		
Net invested in capital assets	(227,816)	-
Restricted for debt service	(48,216)	-
Unrestricted	(8,609)	(11,760)
Total net position	$ (284,641)	$ (11,760)

The District's net position decreased during the most recent fiscal year. The majority of the change represents the degree to which ongoing cost of operations exceeded program revenues.

Key elements of the District's change in net position are reflected in the following table:

Change in Net Position

	2024	2023 (UNAUDITED)
Program revenues	$ 82,721	$ 43,232
General revenues	143,562	-
Total revenues	226,283	43,232
Expenses		
General government	80,050	42,307
Interest on long-term debt	154,534	-
Cost of issuance	264,580	12,685
Total expenses	499,164	54,992
Change in net position	(272,881)	(11,760)
Net position - beginning of year	(11,760)	-
Net position - end of year	$ (284,641)	$ (11,760)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was $499,164, which consisted of cost of issuance, interest on long-term debt, and costs associated with constructed and maintaining certain capital improvements. The costs of the District's activities were funded by Developer contributions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

The variance between budgeted and actual general fund revenues is considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2024, the District had $840 invested in construction in process. Construction in process has not completed as of September 30, 2024 and therefore is not depreciated to date. Once projects are complete, items will transfer to depreciable assets. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2024, the District had $3,975,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.

ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION

For the fiscal year 2025, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget, an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Colbert Landings Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF NET POSITION

September 30, 2024

	GOVERNMENTAL ACTIVITIES
ASSETS	
Cash and cash equivalents	$ 4,190
Restricted assets:	
Investments	3,747,184
Capital assets:	
Non-depreciable	840
TOTAL ASSETS	$ 3,772,062
LIABILITIES	
Accounts payable and accrued expenses	$ 12,839
Accrued interest payable	48,216
Bonds payable, due within one year	50,000
Bonds payable, due in more than one year	3,925,000
TOTAL LIABILITIES	4,056,703
NET POSITION	
Net investment in capital assets	(227,816)
Restricted for:	
Debt service	(48,216)
Unrestricted	(8,609)
TOTAL NET POSITION	$ (284,641)

The accompanying notes are an integral part of this financial statement

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ACTIVITIES
Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Contributions	Net (Expense) Revenues and Changes in Net Position: Governmental Activities
Governmental activities				
General government	$ 80,050	$ -	$ 82,721	$ 2,671
Interest on long-term debt	154,534	-	-	(154,534)
Cost of issuance	264,580	-	-	(264,580)
Total governmental activities	$ 499,164	$ -	$ 82,721	(416,443)
General revenues:				
Investment earnings				143,562
Total general revenues				143,562
Change in net position				(272,881)
Net position - October 1, 2023				(11,760)
Net position - September 30, 2024				$ (284,641)

The accompanying notes are an integral part of this financial statement

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET – GOVERNMENTAL FUNDS

September 30, 2024

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
ASSETS				
Cash and cash equivalents	$ 4,190	$ -	$ -	$ 4,190
Due from developer	13,808	-	840	14,648
Prepaid items	5,200	-	-	5,200
Restricted Assets:				
Investments	-	281,022	3,466,162	3,747,184
TOTAL ASSETS	$ 23,198	$ 281,022	$ 3,467,002	$ 3,771,222
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	$ 11,999	$ -	$ 840	$ 12,839
Unearned revenue	19,808	-	840	20,648
TOTAL LIABILITIES	31,807	-	1,680	33,487
FUND BALANCES				
Nonspendable:				
Prepaid items	5,200	-	-	5,200
Restricted for:				
Debt service	-	281,022	-	281,022
Capital projects	-	-	3,465,322	3,465,322
Unassigned	(13,809)	-	-	(13,809)
TOTAL FUND BALANCES	(8,609)	281,022	3,465,322	3,737,735
TOTAL LIABILITIES AND FUND BALANCES	$ 23,198	$ 281,022	$ 3,467,002	$ 3,771,222

The accompanying notes are an integral part of this financial statement

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2024

Total Governmental Fund Balances in the Balance Sheet	$ 3,737,735
Amount reported for governmental activities in the Statement of Net Assets are different because:	
Capital asset used in governmental activities are not financial resources and therefore are not reported in the governmental funds:	
Governmental capital assets	840
Certain liabilities are not due and payable in the current period and therefore are not reported in the funds:	
Accrued interest payable	(48,216)
Governmental bonds payable	(3,975,000)
Net Position of Governmental Activities	$ (284,641)

The accompanying notes are an integral part of this financial statement

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
Year Ended September 30, 2024

	MAJOR FUNDS			TOTAL
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	GOVERNMENTAL FUNDS
REVENUES				
Developer contributions	$ 70,036	$ -	$ 12,685	$ 82,721
Investment earnings	-	13,742	129,820	143,562
TOTAL REVENUES	70,036	13,742	142,505	226,283
EXPENDITURES				
General government	79,570	480	-	80,050
Capital outlay	-	-	840	840
Debt				
Interest expense	-	106,318	-	106,318
Bond issuance costs	-	264,580	-	264,580
TOTAL EXPENDITURES	79,570	371,378	840	451,788
EXCESS REVENUES OVER (UNDER) EXPENDITURES	(9,534)	(357,636)	141,665	(225,505)
OTHER SOURCES (USES)				
Transfers in (out)	-	2,506	(2,506)	-
Bond proceeds	-	648,837	3,326,163	3,975,000
TOTAL OTHER SOURCES (USES)	-	651,343	3,323,657	3,975,000
EXCESS REVENUES OVER (UNDER) EXPENDITURES AND OTHER SOURCES (USES)	(9,534)	293,707	3,465,322	3,749,495
FUND BALANCE				
Beginning of year	925	(12,685)	-	(11,760)
End of year	$ (8,609)	$ 281,022	$ 3,465,322	$ 3,737,735

The accompanying notes are an integral part of this financial statement

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended September 30, 2024

Net Change in Fund Balances - Total Governmental Funds	$ 3,749,495
Amount reported for governmental activities in the Statement of Activities are different because:	
The issuance of long-term debt provides current financial resources to governmental funds. These transactions, however, have no effect on net assets. This is the amount of long-term debt issued in the current period.	(3,975,000)
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the costs of those assets are depreciated over their estimated useful lives:	
Capital outlay	840
Certain items reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported expenditures in the governmental funds:	
Change in accrued interest payable	(48,216)
Change in Net Position of Governmental Activities	$ (272,881)

The accompanying notes are an integral part of this financial statement

NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY

Colbert Landings Community Development District ("District") was established on March 7, 2023 by Ordinance 2023-2 of the City Council of the City of Palm Coast, Flagler County, under the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members as of September 30, 2024. All of the five Board members are affiliated with the Developer. The Supervisors are elected on an at large basis by the qualified electors of the property owners within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing Improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other Items not included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the economic financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are recorded when a liability is incurred, as under accrual accounting.

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations, maintenance and debt of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. Annual assessments that are collected by the County Tax Collector are remitted to the District net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest of long-term debt.

Capital Projects Fund

The capital projects fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure with the District.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Deposits and Investments (continued)

c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

The statement of net position reports, as applicable, a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. For example, the District would record deferred outflows of resources related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

The statement of net position reports, as applicable, a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until that time. For example, when an asset is recorded in the governmental fund financial statements, but the revenue is not available, the District reports a deferred inflow of resources until such times as the revenue becomes available.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Fund Equity/Net Position (continued)

Committed fund balance - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance - Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board can assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Fund Deficit

At September 30, 2024, the District had a deficit fund balance of ($8,609) in the general fund.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE C - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) Public hearings are conducted to obtain public comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE D – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances, including certificates of deposit, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2024:

Investment	Fair Value	Credit Risk	Maturities
Money Market Mutual Funds - First American Goverentment Obligation FD	$ 3,747,184	S&P AAAm	Weighted average of the fund portfolio: 31 days
Total Investments	$ 3,747,184		

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. The investments listed in the schedule above are not evidenced by securities that exist in physical or book entry form.

NOTE D – DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Credit risk - For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk - The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk - The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement - When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

NOTE E – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

Fund	Transfer In	Transfer Out
Debt service	$ 2,506	$ -
Capital projects	-	2,506
Total	$ 2,506	$ 2,506

Transfers are used to move revenues and other financing sources from the fund where the collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the capital projects fund to the debt service fund were made in accordance with the Bond Indentures.

NOTE F - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Balance 10/01/2023	Increases	Decreases	Balance 09/30/2024
Governmental activities:				
Capital assets, not being depreciated:				
Construction in process	$ -	$ 840	$ -	$ 840
Total capital assets, not being depreciated	-	840	-	840
Governmental activities capital assets - net	$ -	$ 840	$ -	$ 840

The District Capital Improvement Project ("CIP") is being built in phases. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. The infrastructure will include roadways, potable water and wastewater systems, and land improvements. Upon completion, certain infrastructure is to be conveyed to others for ownership and maintenance.

Developer contributions to the capital projects fund for the current fiscal year were $12,685, which includes a receivable of $840.

NOTE G – LONG-TERM LIABILITIES

$2,060,000 Special Assessment Revenue Bonds, Series 2023-1 (Assessment Area One) – On November 22, 2023, the District issued $2,060,000 in Special Assessment Revenue Bonds, Series 2023-1 (Assessment Area One). The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. The Bonds are payable in annual principal installments through May 2054. The Bonds bear interest ranging from 5.15% to 6.30% payable semi-annually on the first day of each May and November. Principal is due serially each May 1, commencing May 2025.

$1,915,000 Special Assessment Revenue Bonds, Series 2023-2 (Assessment Area Two) – On November 22, 2023, the District issued $1,915,000 in Special Assessment Revenue Bonds, Series 2023-2 (Assessment Area Two). The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. The Bonds are payable in annual principal installments through May 2054. The Bonds bear interest ranging from 5.15% to 6.30% payable semi-annually on the first day of each May and November. Principal is due serially each May 1, commencing May 2025.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The requirements have been met for the fiscal year ended September 30, 2024.

The District is in compliance with those requirements of the Bond Indenture at September 30, 2024.

The following is a summary of activity in the long-term debt of the District for the year ended September 30, 2024:

	Balance 10/01/2023	Additions	Deletions	Balance 09/30/2024	Due Within One Year
Special Assessment Revenue Bonds, Series 2023-1	$ -	$ 2,060,000	$ -	$ 2,060,000	$ 25,000
Special Assessment Revenue Bonds, Series 2023-2	-	1,915,000	-	1,915,000	25,000
	$ -	$ 3,975,000	$ -	$ 3,975,000	$ 50,000

NOTE G – LONG-TERM LIABILITIES (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2024 are as follows:

September 30,	Principal	Interest	Total
2025	$ 50,000	$ 240,076	$ 290,076
2026	55,000	238,081	293,081
2027	55,000	235,313	290,313
2028	60,000	232,416	292,416
2029	65,000	229,326	294,326
2030-2034	370,000	1,092,529	1,462,529
2035-2039	495,000	974,379	1,469,379
2040-2044	670,000	805,270	1,475,270
2045-2049	910,000	570,450	1,480,450
2050-2054	1,245,000	248,298	1,493,298
	$ 3,975,000	$ 4,866,138	$ 8,841,138

NOTE H – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were $70,036, which includes a receivable of $13,808 as of September 30, 2024. See Note F for other Developer transactions.

The Developer owns a portion of land within the District; therefore, assessment revenues in the debt service funds include the assessments levied on those lots owned by the Developer.

NOTE I - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE J - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

NOTE K – CONCENTRATION

The Districts activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District operations.

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL – GENERAL FUND
Year Ended September 30, 2024

	* BUDGET	ACTUAL	VARIANCE WITH FINAL BUDGET POSITIVE (NEGATIVE)
REVENUES			
Developer contributions	$ 610,282	$ 70,036	$ (540,246)
TOTAL REVENUES	610,282	70,036	(540,246)
EXPENDITURES			
Current			
General government	97,790	79,570	18,220
Physical environment	512,492	-	512,492
TOTAL EXPENDITURES	610,282	79,570	530,712
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	$ -	(9,534)	$ (9,534)
FUND BALANCES			
Beginning of year		925	
End of year		$ (8,609)	

* Original and final budget.

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors, Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

The variance between budgeted and actual general fund revenues is considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Colbert Landings Community Development District
Flagler County, Florida

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Colbert Landings Community Development District, as of September 30, 2024 and for the year ended September 30, 2024, which collectively comprise Colbert Landings Community Development District's basic financial statements and have issued our report thereon dated September 2, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
September 2, 2025

DMHB
DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Colbert Landings Community Development District
Flagler County, Florida

We have examined Silverado Community Development District, Flagler County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Silverado Community Development District, Flagler County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee Hartley & Barnes, P.A.
Fort Pierce, Florida
September 2, 2025

Management Letter

To the Board of Supervisors
Colbert Landings Community Development District
Flagler County, Florida

Report on the Financial Statements

We have audited the financial statements of the Colbert Landings Community Development District ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated September 2, 2025.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those report, which are dated September 2, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Initial year audit, there were no findings in the prior year.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements..

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the District did not authorize a PACE program pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the District's geographical boundaries during the fiscal year under audit.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Colbert Landings Community Development District reported:

a. The total number of district employees compensated in the last pay period of the District's fiscal year as N/A.
b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 1.
c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as N/A.
d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $54,460.
e. The District does not have any construction projects with a total cost of at least $65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
f. The District did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Colbert Landings Community Development District reported:

a. The rate or rates of non-ad valorem special assessments imposed by the District N/A.
b. The total amount of special assessments collected by or on behalf of the District as N/A.
c. The total amount of outstanding bonds issued by the District as $3,975,000.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
September 2, 2025

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

12A

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

WHEREAS, the District's Auditor, DiBartolomeo, McBee, Hartley & Barnes, P.A. has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT;

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 5th day of March, 2026.

ATTEST:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR LANDOWNER ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Colbert Landings Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Palm Coast, Flagler County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to Chapter 190, Florida Statutes," and the Board shall consist of five (5) members; and

WHEREAS, the District is statutorily required to hold its meeting of the landowners of the District for the purpose of electing Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT:

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.

The Board is currently made up of the following individuals:

Seat Number	Supervisor	Term Expiration Date
1	Michael Owens	November 2028
2	Martha Schiffer	November 2028
3	Vacant	November 2026
4	Megan Germino	November 2026
5	Rose Bock	November 2026

This year, Seats 3, 4, and 5 are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for terms of four (4) years. The remaining candidate shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. LANDOWNERS' ELECTION. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the following date, time and location:

DATE: November 3, 2026
TIME: _____:_____ ___.m.
LOCATION: Flagler County Government Services Building,
1769 E. Moody Blvd., Building 2
1st Floor Conference Room
Bunnell, Florida 32110

3. PUBLICATION. The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. FORMS. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its **March 5, 2026,** meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 5th day of March, 2026.

ATTEST**:**

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: Sample Notice of Landowners' Meeting and Election, Instructions, Proxy, and Ballot Form

Composite Exhibit A: Sample Notice of Landowners' Meeting and Election, Instructions, Proxy, and Ballot Form

NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Colbert Landings Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 293.311 acres, being situated entirely within the City of Palm Coast, Flagler County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**" and each member individually, a "**Supervisor**").

DATE:	November 3, 2026
TIME:	_____:_____ ___.m.
LOCATION:	Flagler County Government Services Building, 1769 E. Moody Blvd., Building 2 1st Floor Conference Room Bunnell, Florida 32110

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Ph: (561) 571-0010 ("**District Manager's Office**"). At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one (1) vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one (1) vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in the meeting is asked to contact the District Manager's Office, at least three (3) business days before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person 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 the appeal is to be based.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE:	November 3, 2026
TIME:	_____:_____ ___.m.
LOCATION:	Flagler County Government Services Building, 1769 E. Moody Blvd., Building 2 1st Floor Conference Room Bunnell, Florida 32110

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two (2) years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one (1) vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please that a particular parcel of real property is entitled to only one (1) vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one (1) acre or less, are together entitled to only one (1) vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two (2) candidates receiving the highest number of votes shall be elected for terms of four (4) years. The remaining candidate shall be elected for a term of two (2) years. The terms of office for the successful candidates shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> (1) of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the District to be held at **_____, on November 3, 2026, at _____ a/p.m.,** and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

_____
Printed Name of Legal Owner

_____ _____
Signature of Legal Owner Date

Parcel Description	**Acreage**	**Authorized Votes**
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING– NOVEMBER 3, 2026

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will serve four (4) year terms. The remaining candidate will serve a two (2) year term. All terms of office commence upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the District and described as follows:

Description	Acreage
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____ Signed: _____

Printed Name: _____

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

14

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO PARKING AND PARKING ENFORCEMENT.

WHEREAS, the Colbert Landings Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Palm Coast, Flagler County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Board intends to adopt *Rules Relating to Parking and Parking Enforcement,* (the "**Policy**"), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such Policy at a meeting of the Board to be held on **May 7, 2026, at 12:30 p.m. at Flagler County Government Services Building, 1769 E. Moody Blvd., Bldg. 2, 1st Floor Conference Room, Bunnell, Florida 32110.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes* and all prior actions taken for the purpose of publishing notice are hereby ratified.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of March, 2026.

ATTEST:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Rules Relating to Parking and Parking Enforcement

Exhibit A

Proposed Rules Relating to Parking and Parking Enforcement

[Begins on following page.]

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO PARKING AND PARKING ENFORCEMENT, POLICY NO. ___

On [_____] at a duly noticed public meeting, the Board of Supervisors of the Colbert Landings Community Development District ("District") adopted the following policies to govern parking and parking enforcement on certain District property ("Policy"). This Policy repeals and supersedes all prior District rules or policies governing the same subject matter.

SECTION 1. INTRODUCTION AND APPLICATION. The District finds that Vehicles and Vessels (hereinafter defined) Parked (hereinafter defined) on certain grounds of the District cause hazards and danger to the health, safety, and welfare of District residents, paid users, and the public and damages District property. This Policy is intended to provide a means by which the District may tow such improperly Parked Vehicles and Vessels, subject to certain exceptions.

SECTION 2. DEFINITIONS.

A. *Abandoned.* Any Vehicle or Vessel that, for a period of two (2) weeks, has not been operational or has otherwise not been moved shall be deemed abandoned.

B. *Overnight*. Between the hours of 10:00 p.m. and 5:00 a.m. daily.

C. *Park*. To leave a Vehicle or Vessel unattended by its owner or user.

D. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action, as identified at **Exhibit A**. All District roads are considered Tow-Away Zones during Overnight hours.

E. *Vehicle*. Any mobile item which normally uses wheels and is capable of being used as a means of transportation for persons or property.

F. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

A. *Tow-Away Zones.* The areas indicated on the map attached hereto as **Exhibit A**, including all roadways within the District, are hereby designated as Tow-Away Zones during Overnight hours for all Vehicles. Further, Vehicles may not Park at any time on any District property that is not designated for Parking; such prohibited Parking areas include, but are not limited to, grassy or landscaped common areas, grassy or landscaped areas near the ponds, and grassy or landscaped areas bordering the roadways. Parking any Vehicle on District-owned grassy and/or landscaped areas is expressly prohibited at all times, unless an express exception is granted by the District in writing in advance. **Any Vehicle parked on District Property, including District roads, if any, must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways and property entrances.**

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B. *Abandoned Vehicles and Vessels*. Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.

C. *Manner of Parking.* Vehicles and Vessels may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise poses a danger to the District, its residents and guests, the general public, or the property of same.

D. *Exceptions.*

a. Special Circumstances. District staff may issue a Parking permit to authorize an exception to this Policy for special events or as necessitated by special circumstances, in which case the Parking permit shall be for a limited time and shall be posted in the windshield of the Vehicle or Vessel.

b. Vendors and Food Trucks. Food Trucks invited to special District events and District vendors performing District business are exempt from this Policy; provided, however, that such Food Trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.

c. Delivery Vehicles and Governmental Vehicles. Delivery Vehicles, including, but not limited to, Vehicles associated with U.S.P.S., U.P.S., Fed Ex, moving companies, and District vendors are exempt from this Policy while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

A. *Towing.* Vehicles or Vessels Parked in violation of this Policy may be towed in the District's sole discretion and in accordance with the requirements and procedures set forth at Section 5 herein.

B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Policy, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. SIGNAGE AND LANGUAGE REQUIREMENTS. Signage providing notice shall be approved by the District's Board of Supervisors and shall be posted on District property in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes*.

B. TOWING/REMOVAL AUTHORITY. To effect towing/removal of a Vehicle or Vessel, the District Manager or his/her designee, must verify that the subject Vehicle or Vessel was

Draft

not authorized to Park under this Policy. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C., such towing service may patrol the District for Policy violations (i.e., "roam" towing), but the District must authorize, in writing, the removal of such unauthorized Vehicle or Vessel. Any such removal, including towing fees, release fees, storage fees, etc., shall be at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 6. PARKING AT YOUR OWN RISK. Any permitted Parking pursuant to this Policy is at the driver's own risk. The District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels. Parking is subject to all applicable Flagler County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations.

SECTION 7. AMENDMENTS. Designated Amenity Parking areas may be added to or removed from this Policy without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Policy may be suspended by the District's Board of Supervisors or by the District Manager for good cause.

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*
Effective date: [DATE OF ADOPTION]

Draft

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

15

COLBERT LANDINGS

COMMUNITY DEVELOPMENT DISTRICT

15A

Colbert Landings Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes ☒ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statues*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes ☒ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes ☐ No ☒

Engineer did not submit prior to Dec 1, 2025

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☒

Engineer did not submit prior to Dec 1, 2025

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☒ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within

the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☒ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes ☒ No ☐

Chair/Vice Chair: _____ Date: 8/1/2024

Print Name: MARTHA SCHIFFER

Colbert Landings Community Development District

Asst Secretary

~~District Manager~~: _____ Date: 8/1/2024

Print Name: _____

Colbert Landings Community Development District

COLBERT LANDINGS

COMMUNITY DEVELOPMENT DISTRICT

15B

Colbert Landings Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statues*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____ Date: _____

Print Name: _____

Colbert Landings Community Development District

District Manager: _____ Date: _____

Print Name: _____

Colbert Landings Community Development District

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

16

MBS CAPITAL MARKETS, LLC

SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED MARCH 28, 2023, REGARDING BOND ISSUANCES BY COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

March 5, 2026

Board of Supervisors
Colbert Landings Community Development District

Dear Supervisors:

MBS Capital Markets, LLC ("Underwriter") and the Board of Supervisors of the Colbert Landings Community Development District ("District") entered into an Investment Banking Agreement effective March 28, 2023 ("Agreement") wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Series 2026 Bonds for the purpose of acquiring/constructing certain public infrastructure improvements for the subsequent phase of development. It is the District's intent to engage the Underwriter to provide investment banking services for this transaction.

The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.

- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

Sincerely,
MBS Capital Markets, LLC



Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____

EXHIBIT A

Disclosures Concerning the Underwriter's Role

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.

(iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

Docusign Envelope ID: 1DE61CE7-595F-4F14-8ACD-3A068A90ED3F

FIRST AMENDMENT TO AGREEMENT FORLAKE MANAGEMENT SERVICES

THIS FIRST AMENDMENT (the "**Amendment**") is made this 1st day of March 2026, by and between:

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* and having a mailing address care of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 ("**District"**); and

THE LAKE DOCTORS, INC., a Florida corporation, with a mailing address of 11621 Columbia Park Drive W., Jacksonville, FL 32258 ("Contractor" and, together with the District, "**Parties**").

RECITALS

WHEREAS, the District and Contractor previously entered into that certain *Agreement for Lake Management Services*, dated March 5, 2025 (the "**Agreement**"), which is incorporated herein by this reference; and

WHEREAS, the Agreement states that it shall be good for one (1) year from the date of approval; and

WHEREAS, the District and Contractor now desire to renew the Agreement for an additional one-year term and supplement the compensation contemplated therein.

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

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Amendment.

SECTION 2. RENEWAL. The Agreement is hereby renewed for an additional one-year term expiring February 28, 2027. The Parties agree to increase the compensation amount under Section 3.A of the Agreement to equal monthly payments of **Two Thousand, Sixty and No/100 Dollars ($2,060.00)**, for an annual total amount of **Twenty-Four Thousand, Seven Hundred Twenty and No/100 Dollars ($24,720.00)**, as set forth in **Exhibit A**. The terms of the Agreement for Compensation and Payment shall remain except for the foregoing.

SECTION 3. ANTI-HUMAN TRAFFICKING. Contractor certifies, by acceptance of this First Amendment, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate the Agreement immediately.

SECTION 4. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described

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in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 5. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 6. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 7. EFFECTIVE DATE. This First Amendment shall have an effective date as of the date first written above.

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Martha Schiffer
5B43C212430A422...

Chairperson, Board of Supervisors

THE LAKE DOCTOR, INC.

By: Mark A. Seymour

Its: Sales Manager

Exhibit A: Proposal for Additional Services

Docusign Envelope ID: 1DE61CE7-595F-4F14-8ACD-3A068A90ED3F

Exhibit A
Proposal for Additional Services



The Lake Doctors, Inc.
Aquatic Management Services

The Lake Doctors, Inc
Jacksonville Branch
11621 Columbia Park Drive West
Jacksonville, FL 32258
904-262-5500
jacksonville@lakedoctors.com

January 26, 2026

Mr. Daniel Rom
Colbert Landings CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear Daniel:

The anniversary date of your Lake Doctors, Inc., Lake Management Program at Colbert Landings CDD is March 1, 2026 at which time your program is due to renew. We would like to request a modest adjustment to your monthly investment amount from **$2,000.00 monthly to $2,060.00 monthly**.

If there are questions or concerns regarding the proposal amount, please give me a call at (904)626-0287 or contact me by email at mark.seymour@lakedoctors.com.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of the Colbert Landings lakes

We at The Lake Doctors very much appreciate your current business and look forward to working with you to keep these lakes in excellent condition.

Sincerely,

Mark A. Seymour
Sales Manager
The Lake Doctors, Inc.

MAS/732521

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

This document should be returned to:
City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Parcel# 03-12-31-1125-00000-R010

CITY OF PALM COAST
UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid, the sufficiency and receipt of which is hereby acknowledged, Colbert Landings Community Development District, a local unit of special purpose government created and existing under Chapter 190, Florida Statutes (the "Grantor") does hereby grant and bestow unto City of Palm Coast, a perpetual and unobstructed exclusive utility easement, free and clear of any and all encumbrances, for the limited purposes of installation and/or repair of water and sewer lines and facilities of every type or nature.

Together with the right of access to the said easement area over the abutting and proximate property of the Grantor for the purposes set both herein.

The easement hereby granted covers that certain property which is situated and being in Flagler County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference.

Grantor hereby covenants with City of Palm Coast that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 22nd day of Sept., 2025.

Colbert Landings Community Development District

By: _____
(Signature)
Typed Name: Martha Schiffer
Typed Title: Chair, Board of Supervisors

Signed, sealed and delivered in the presence of:

Witness: _____
(Signature)
Maurice Martinez

Address: 13901 Sutton Park Drive South
Suite C350, Jacksonville, FL 32224

Witness: _____
(Signature)
Elizabeth Silva

Address: 13901 Sutton Park Drive South
Suite C350, Jacksonville, FL 32224

State of Florida)
County of Duval)

The foregoing Easement was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid, to take acknowledgements, this 22nd day of Sept. 20 25 by Martha Schiffer, as Chairman of the Board of Supervisors of the Colbert Landings Community Development District who is personally known to me or has produced _____ *(Type of identification)*, as identification and who did/did not take an oath.

_____
Typed Name: Elizabeth L Silva
Notary Public

My Commission expires: Jan. 23, 2026

ELIZABETH L. SILVA
Commission # HH 219370
Expires January 23, 2026

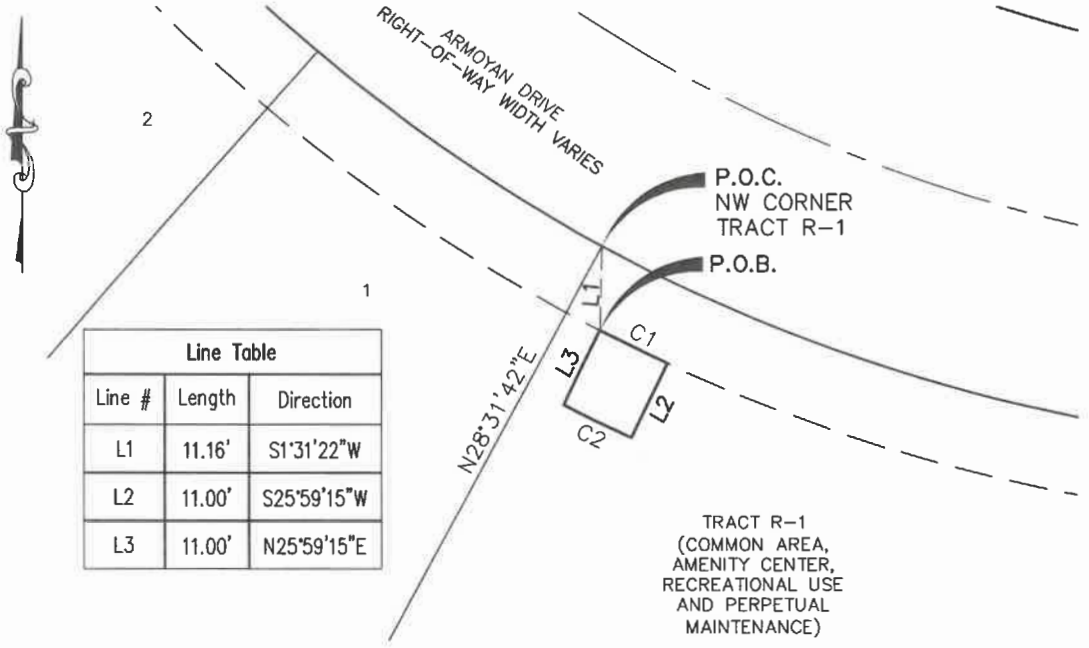
SKETCH OF DESCRIPTION

A PORTION OF TRACT R-1, COLBERT LANDINGS PHASE 1
FLAGLER COUNTY, FLORIDA

A PORTION OF TRACT R-1, COLBERT LANDINGS PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 1 THROUGH 29, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT R-1; THENCE RUN SOUTH 01°31'22" WEST FOR A DISTANCE OF 11.16 FEET A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 233.00 FEET, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE RUN SOUTHEASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°27'33" FOR AN ARC LENGTH OF 10.00 FEET, A CHORD BEARING OF SOUTH 64°00'45" EAST FOR A CHORD LENGTH OF 10.00 FEET; THENCE RUN SOUTH 25°59'15" WEST FOR A DISTANCE OF 11.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 244.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°20'54" FOR AN ARC LENGTH OF 10.00 FEET, A CHORD BEARING OF NORTH 64°00'45" WEST FOR A CHORD DISTANCE OF 10.00 FEET; THENCE RUN NORTH 25°59'15" EAST FOR A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 110.01 SQUARE FEET, MORE OR LESS.



Line Table		
Line #	Length	Direction
L1	11.16'	S1°31'22"W
L2	11.00'	S25°59'15"W
L3	11.00'	N25°59'15"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	10.00'	233.00'	2°27'33"	S64°00'45"E	10.00'
C2	10.00'	244.00'	2°20'54"	N64°00'45"W	10.00'

LEGEND

P.O.C. – POINT OF COMMENCEMENT
P.O.B – POINT OF BEGINNING

SHEET 1 OF 1

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FOR THE LICENSED BUSINESS NO. LB8052 BY:

BY: Billy Alan Chavers

BILLY ALAN CHAVERS
Professional Surveyor & Mapper #LS7086

BILLY ALAN CHAVERS LS7086 STATE OF FLORIDA Professional Surveyor and Mapper

801 INTERNATIONAL PARKWAY, SUITE 500
LAKE MARY, FLORIDA 32746
407-926-0333

DALE STOCKSTILL & ASSOCIATES, P.A.
PROFESSIONAL LAND SURVEYORS

SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
4. BEARINGS ARE BASED UPON THE EAST LINE OF LOT 1, COLBERT LANDINGS PHASE 1, PLAT BOOK 42, PAGES 1-29 AS BEING NORTH 28°31'42" EAST PER PLAT.

REV 1: 8/26/2025 – BEARING DIRECTION

FIELD DATE: N/A	SCALE: 1" = 20'
DATE: 7/10/2025	DRAWN BY: JDS
JOB NAME: COLBERT	CHECKED BY: BAC

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2026

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	$ 223,319	$ -	$ -	$ 223,319
Investments				
Revenue - 2023A1	-	151,519	-	151,519
Revenue - 2023A2	-	143,281	-	143,281
Reserve - 2023A1	-	83,781	-	83,781
Reserve - 2023A2	-	71,574	-	71,574
Prepayment - 2023-1	-	19,667	-	19,667
Prepayment - 2023A2	-	6,622	-	6,622
Construction - 2023A1	-	-	14	14
Construction - 2023A2	-	-	4,161	4,161
Undeposited funds	25,106	20,697	-	45,803
Due from Landowner	61,990	-	2,247	64,237
Due from general fund	-	-	259	259
Total assets	$ 310,415	$497,141	$ 6,681	$ 814,237
LIABILITIES AND FUND BALANCES				
Liabilities:				
Contracts payable	-	-	6,603	6,603
Landowner advance	6,000	-	-	6,000
Due to Landowner	-	-	11	11
Due to capital projects fund	259	-	-	259
Total liabilities	6,259	-	6,614	12,873
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	61,990	-	2,233	64,223
Total deferred inflows of resources	61,990	-	2,233	64,223
Fund balances:				
Restricted for:				
Debt service	-	497,141	-	497,141
Capital projects	-	-	(2,166)	(2,166)
Unassigned	242,166	-	-	242,166
Total fund balances	242,166	497,141	(2,166)	737,141
Total liabilities, deferred inflows of resources and fund balances	$ 310,415	$497,141	$ 6,681	$ 814,237

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2026

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ -	$ 292,359	$ 305,737	96%
Assessment levy: off-roll	-	-	54,607	0%
Landowner contribution	$ 25,107	$ 56,281	$ 333,806	17%
Total revenues	25,107	348,640	694,150	50%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	1,288	0%
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	193	1,703	15,000	11%
Engineering	-	-	2,000	0%
Audit	-	-	5,400	0%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	667	2,000	33%
Dissemination agent - 2nd bond series*	-	-	2,000	0%
Trustee	-	4,246	8,500	50%
EMMA software service	-	-	2,000	0%
Telephone	17	67	200	34%
Postage	23	70	500	14%
Printing & binding	42	167	500	33%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,512	6,350	87%
Contingencies/bank charges	81	323	750	43%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Tax collector	-	5,847	6,370	92%
Total professional & administrative	4,523	34,777	104,448	33%

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2026

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field operations accounting	200	800	2,400	33%
Landscape maintenance	8,069	32,276	125,000	26%
Landscape replacement	-	-	15,000	0%
Irrigation repairs	-	638	3,500	18%
Pond maintenance	2,000	8,000	24,000	33%
Wetland monitoring	-	-	10,000	0%
Nuisance exotic plant removal	-	-	19,876	0%
Walking trails	-	-	2,500	0%
Dog stations	-	-	3,000	0%
Lift station	-	-	10,000	0%
Pressuer washing	-	-	7,500	0%
Misc. repairs & replacements	-	-	10,000	0%
Holiday lights	-	-	5,000	0%
Amenitites				
Operatoins management	1,122	4,488	40,392	11%
Pool maintenance	-	4,925	19,200	26%
Repairs & maintenance	-	-	3,500	0%
Court maintenance	-	-	1,500	0%
Tot lot maintenance	-	-	1,500	0%
Janitorial	1,125	3,375	9,600	35%
Access control/monitoring	-	710	14,500	5%
Potable water	-	-	1,500	0%
Electricty - amenity	573	1,542	5,000	31%
Internet	100	400	2,484	16%
Insurance - property	-	15,708	90,000	17%
Utilities				
Electricity - common	305	716	12,000	6%
Water - reclaimed	356	356	-	N/A
Streetlights	5,182	15,178	105,000	14%
Total field operations	19,032	89,112	543,952	16%
Total expenditures	23,555	123,889	648,400	19%
Excess/(deficiency) of revenues over/(under) expenditures	1,552	224,751	45,750	
Fund balances - beginning	240,614	17,415	-	
Fund balances - ending	$ 242,166	$ 242,166		

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 2023A-1 & 2023A-2
FOR THE PERIOD ENDED JANUARY 31, 2026

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ -	$ 279,414	$ 293,598	95%
Assessment prepayments	20,697	38,493	-	N/A
Interest	637	2,592	-	N/A
Total revenues	21,334	320,499	293,598	109%
EXPENDITURES				
Debt service				
Principal - Series 2023-1	-	20,000	30,000	67%
Principal - Series 2023-2	-	-	25,000	0%
Interest - Series 2023-1	-	115,908	121,340	96%
Interest - Series 2023-2	-	-	114,683	0%
Total debt service	-	135,908	291,023	47%
Other fees & charges				
Tax collector	-	5,588	6,117	91%
Total other fees and charges	-	5,588	6,117	91%
Total expenditures	-	141,496	297,140	48%
Excess/(deficiency) of revenues over/(under) expenditures	21,334	179,003	(3,542)	
Fund balances - beginning	475,807	318,138	273,582	
Fund balances - ending	$ 497,141	$ 497,141	$ 275,665	

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023-1 & 2023-2
FOR THE PERIOD ENDED JANUARY 31, 2026

	Current Month	Year To Date
REVENUES		
Interest	$ 12	$ 51
Total revenues	12	51
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	12	51
Fund balances - beginning	(2,178)	(2,217)
Fund balances - ending	$ (2,166)	$ (2,166)

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

MINUTES OF MEETING
COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Colbert Landings Community Development District held Public Hearings and a Regular Meeting on August 7, 2025 at 12:30 p.m., at the Flagler County Government Services Building, 1769 E. Moody Blvd., Bldg. 2, 1st Floor Conference Room, Bunnell, Florida 32110.

Present:

Martha Schiffer	Chair
Michael Owens	Vice Chair
Megan Germino	Assistant Secretary
Rose Bock	Assistant Secretary
Cecil Camacho	Assistant secretary

Also present:

Daniel Rom	District Manager
Chris Loy (via telephone)	District Counsel
Amber Caballero	Resident
Johathan Caballero	Resident
Elizabeth Napier	Resident
Connie Kellner	Resident
Anne Cestone	Resident

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Rom called the meeting to order at 12:34 p.m.

Supervisors Schiffer, Germino, Bock and Camacho were present. Supervisor Owens was not present.

SECOND ORDER OF BUSINESS **Public Comments**

Resident Ann Cestone referred to a communication she received from the HOA. Mr. Rom stated that this is a CDD meeting, not an HOA meeting. Ms. Cestone stated that she did not realize the HOA and CDD are different entities.

Resident Elizabeth Napier stated she spoke to Steve, at the HOA. She asked how the HOA is enforcing anything and discussed violations she has observed. Mr. Rom reiterated that this is the CDD meeting, not the HOA. Ms. Napier contended that the CDD oversees Steve for the work the CDD engaged him to perform. Mr. Rom stated that the CDD engaged Steve's company to manage the CDD property, not any private or HOA property. Ms. Napier asked who to contact regarding enforcing the documents she received at closing with regard to the HOA Rules. Ms. Schiffer stated she should contact Steve. Ms. Napier stated she emailed Steve several times.

Resident Connie Kellner noted that the meeting is being held in a County building and asked if Mr. Rom is a County employee and if not, who Mr. Rom reports to. Mr. Rom stated that he is the District Manager of the CDD and is employed by Wrathell, Hunt and Associates, LLC., who was hired to manage the CDD. It was noted that the Board Members are appointed. Mr. Rom explained what a CDD is and its purpose. Ms. Kellner ask how often the CDD meets. Mr. Rom stated every CDD meeting is open to the public. The CDD meets as business dictates. Statutes require at least two meetings per year, with one being to approve the proposed budget and set the public hearing and the other to hold the public hearing and adopt the budget. The CDD has a website that contains information about the CDD and various documents.

THIRD ORDER OF BUSINESS **Public Hearing on Adoption of Fiscal Year 2025/2026 Budget**

A. Affidavit of Publication

This item was included for informational purposes.

B. Consideration of Resolution 2025-07, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Rom presented Resolution 2025-07. He reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025

budget, and explained the reasons for any changes. He noted there were minor changes since the proposed Fiscal Year 2026 budget was first presented.

Mr. Rom noted that "Janitorial" is listed at $9,600; however, an updated proposal was received and the cost is now $12,000.

Mr. Rom noted that Unassigned Fund Balance will be used to offset any line item increases in order to keep the assessments the same as proposed.

Mr. Rom reviewed the proposed Fiscal Year 2026 per unit assessments compared to the Fiscal Year 2025 assessments. He noted that the Operation and Maintenance (O&M) portion of the assessments can fluctuate from year-to-year.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was opened.

Ms. Napier inquired about the streetlights and moving them. Ms. Schiffer stated streetlights are a Developer and Florida Power & Light (FPL) matter with regard to the number, design, installation, etc.

Resident Amber Caballero discussed issues she has with the landscaping at the front entrance. Ms. Schiffer stated they would look at it. She asked how many times per year the area is mowed. Ms. Schiffer reviewed the mowing, maintenance and pest control schedule. Ms. Caballero asked when the contract goes out to bid. Ms. Schiffer stated generally it will occur when work is falling short and is not rectified. Mr. Rom noted that the current landscaping expense falls below the threshold that would require the formal bid process but the contract could be bid if the Board wants to.

Resident Johathan Caballero asked if the landscape company is the same as the one who installs irrigation. The answer was no. The Developer hired a company to install all the common area landscaping but that company did not offer maintenance, so another company was engaged for maintenance. Mr. Caballero asked about irrigation system installation at individual homes. Ms. Schiffer stated questions about irrigation at individual homes are a matter for the builder; it does not involve the Developer or CDD.

Ms. Kellner discussed an area that is not being mowed. It was noted, if it is a common area, the CDD landscaper will be asked about it. Ms. Kellner discussed potholes and stated she asked the Developer about it and was told they would be patched. It was noted that the CDD does not control that; it is a Developer choice.

Discussion ensued regarding the cleaning, maintenance and landscaping schedules; trees; and mulch.

Mr. Caballero asked if the Developer plans to build a pool area at the back of the community. Ms. Schiffer stated no, there is just one amenity.

A comment was made that Ashley Goldberg is doing a terrific job.

No other affected property owners or members of the public spoke.

On MOTION by Ms. Schiffer and seconded by Ms. Bock, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Schiffer and seconded by Mr. Camacho, with all in favor, Resolution 2025-07, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026, as amended to use fund balance to offset the "Janitorial" expense increase; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS **Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law**

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2025-08, Confirming a Prior Determination of Benefit and Providing for the Collection and Enforcement of Debt Service Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Rom presented Resolution 2025-08.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was opened.

Ms. Kellner stated that she could not follow the details of the budget. Mr. Rom pointed out the O&M assessments and increase for Ms. Kellner's size of lot and the other lots. Ms. Kellner asked if there is an increase. Mr. Rom replied affirmatively. Ms. Kellner asked for the difference between O&M assessments and Debt Service assessments. Mr. Rom stated that the O&M portion of the assessments is related to the O&M of the CDD and the Debt Service portion of the assessments is related to the bonds. The total combined assessment amount will be on the tax bill.

Mr. Caballero asked if the corner lots are 60' lots.

Discussion ensued regarding which lots are 60', drainage system, smaller lots that can accommodate larger homes than 60' lots due to drainage, etc.

Mr. Rom reminded everyone, especially those with homes with an easement, to go through the application process with the HOA and pull the necessary permit before installing anything, such as a fence, pool, etc.

No other affected property owners or members of the public spoke.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Schiffer and seconded by Mr. Camacho, with all in favor, Resolution 2025-08, Confirming a Prior Determination of Benefit and Providing for the Collection and Enforcement of Debt Service Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

Mr. Loy asked if District Management has a copy of the assessment roll on file for the purpose of these assessments.

Mr. Rom replied affirmatively.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-09, Amending Resolution 2025-06 to Re-Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure and Amenity Rates and Disciplinary Rules; and Providing an Effective Date**

Mr. Rom presented Resolution 2025-09.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-09, Amending Resolution 2025-06 to Re-Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure and Amenity Rates and Disciplinary Rules; and Providing an Effective Date.

FIFTH ORDER OF BUSINESS **Public Hearing on Rules, Policies, and Fees Regarding Amenity Facilities**

A. Affidavits of Publication

This item was included for informational purposes.

B. Consideration of Resolution 2025-10, Adopting Amenity Policies and Rates of the District; and Providing a Severability Clause; and Providing an Effective Date

Mr. Rom presented Resolution 2025-10. He presented the Amenity Policies and Rates.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was opened.

Inaudible discussion ensued.

In response to a question regarding whether pool expenses will be prorated when the pool opens, the response was that the expenses will not be incurred until necessary. Mr. Rom stated, if expenses are under budget at the end of the fiscal year, the unused funds fall to fund balance/reserves.

A resident asked if an HOA meeting will be held. Mr. Rom indicated he does not know; the CDD has nothing to do with the HOA.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was closed.

The following change was made to the Exhibit A Amenity Rates:

Annual User Fee: Change "$2,000.00 - $4,000.00" to "$3,500"

Regarding whether adoption should be "as amended" Mr. Loy stated the Resolution and Policies and Rates can be approved as is. His office will update the dates and the Annual User Fee and send it out; just accepting it is fine.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-10, Adopting Amenity Policies and Rates of the District; and Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS **Consideration of ProServe Pools Items**

A. Swimming Pool Service Agreement

B. Estimate #11030

On MOTION by Ms. Schiffer and seconded by Mr. Camacho, with all in favor, the ProServe Pools Swimming Pool Service Agreement and Estimate #11030, were approved.

EIGHTH ORDER OF BUSINESS **Consideration of J & G Commercial Cleaning Services, LLC Proposal for Janitorial Maintenance**

Mr. Rom presented the J & G Commercial Cleaning Services, LLC Proposal for Janitorial Maintenance.

On MOTION by Mr. Camacho and seconded by Ms. Schiffer, with all in favor, the J & G Commercial Cleaning Services, LLC Proposal for Janitorial Maintenance, and authorizing District Counsel to draft an Agreement, was approved.

NINTH ORDER OF BUSINESS **Consideration of Special Districts Performance Measures and Standards Reporting FY2026**

Mr. Rom presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

On MOTION by Ms. Schiffer and seconded by Mr. Camacho, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.

- **Authorization of Chair to Approve Findings Related to 2025 Special Districts Performance Measures and Standards Reporting**

Mr. Rom noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Performance Measures and Standards Reporting so they can be posted in case another meeting is not held between now and when they must be posted.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, authorizing the Chair to approve the findings related to the 2025 Special Districts Performance Measures and Standards Reporting, was approved.

TENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of June 30, 2025**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Unaudited Financial Statements as of June 30, 2025, were accepted.

ELEVENTH ORDER OF BUSINESS **Approval of June 5, 2025 Regular Meeting Minutes**

Mr. Rom presented the June 5, 2025 Regular Meeting Minutes.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the June 5, 2025 Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kilinski|Van Wyk, PLLC

Mr. Loy stated his office is working with the contractors, engineers and architects for the Amenity Center acquisition. The acquisition package was approved in substantial form at

the last meeting. The only document pending was the warranty and assignment from RVI Planning (RVI); comments were received today. His office is reviewing those and, once finalized, it will be returned to RVI for execution and then all items can be assembled and presented for ratification at the next meeting.

B. District Engineer: Gulfstream Design Group, LLC

There were no District Counsel or District Engineer reports.

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

- **23 Registered Voters as of April 15, 2025**
- **NEXT MEETING DATE: September 4, 2025 at 12:30 PM**
  - **QUORUM CHECK**

The next meeting will be on September 4, 2025, unless canceled.

THIRTEENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the meeting adjourned at 1:31 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

309
310 _____ _____
311 Secretary/Assistant Secretary Chair/Vice Chair

COLBERT LANDINGS
COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION *Flagler County Government Services Building* *1769 E. Moody Blvd., Bldg. 2, 1st Floor Conference Room, Bunnell, Florida 32110*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
October 2, 2025 CANCELED	~~**Regular Meeting**~~	~~**12:30 PM**~~
November 6, 2025 CANCELED	~~**Regular Meeting**~~	~~**12:30 PM**~~
December 4, 2025 CANCELED	~~**Regular Meeting**~~	~~**12:30 PM**~~
February 5, 2026 CANCELED	~~**Regular Meeting**~~	~~**12:30 PM**~~
March 5, 2026	**Regular Meeting**	**12:30 PM**
April 2, 2026	**Regular Meeting**	**12:30 PM**
May 7, 2026	**Regular Meeting**	**12:30 PM**
June 4, 2026	**Regular Meeting**	**12:30 PM**
July 2, 2026	**Regular Meeting**	**12:30 PM**
August 6, 2026	**Regular Meeting**	**12:30 PM**
September 3, 2026	**Regular Meeting**	**12:30 PM**