



**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT
DISTRICT**

MIAMI-DADE COUNTY

**REGULAR BOARD MEETING
& PUBLIC HEARING
JUNE 21, 2023
2:30 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.oldtownfloridacdd.org

786.303.3661 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT DISTRICT
Zamora Corp. Meeting Room
6741 Coral Way, Suite 18
Miami, Florida 33155
REGULAR BOARD MEETING & PUBLIC HEARING
June 21, 2023
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. March 15, 2023 Regular Board Meeting Minutes.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 4
 - 2. Receive Public Comments on Adopting a Fiscal Year 2023/2024 Final Budget
 - 3. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Final Budget.....Page 5
- H. Old Business
 - 1. Staff Report: As Required
- I. New Business
 - 1. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Meeting Schedule.....Page 10
 - 2. Consider Resolution No. 2023-04 – Adopting a Records Retention Policy.....Page 12
 - 3. Consider Resolution No. 2023-05 – Calling for Second Landowners Meeting.....Page 16
 - 4. Consider Approval of Fiscal Year 2023/2024 Budget Funding Agreement.....Page 22
 - 5. Discussion Regarding Acquisition Agreement.....Page 29
- J. Administrative & Operational Matters
 - 1. Reminder: Statement of Financial Interest – Form 1
- K. Board Member & Staff Closing Comments
- L. Adjourn

MIAMI-DADE

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE:**

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2022/2023 - BOARD OF SUPERVISORS' MEETING SCHEDULE

in the XXXX Court, was published in said newspaper by print in the issues of and/or by publication on the newspaper's website, if authorized, on

10/07/2022

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

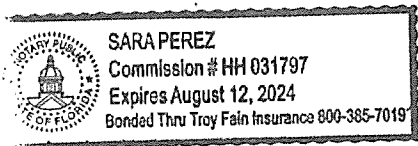
Guillermo Garcia

Sworn to and subscribed before me this 7 day of OCTOBER, A.D. 2022

Sara Perez

(SEAL)

GUILLERMO GARCIA personally known to me



**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
BOARD OF SUPERVISORS'
MEETING SCHEDULE**

The Board of Supervisors of the Old Town Floridian Community Development District (the "District") will hold their regular meetings for Fiscal Year 2022/2023 at the Zamora Corp. Meeting Room located at 6741 Coral Way, Suite 18, Miami, Florida 33155, at 2:30 p.m. unless otherwise indicated as follows:

- October 19, 2022
- November 16, 2022
- February 15, 2023
- March 15, 2023
- April 19, 2023
- May 17, 2023
- June 21, 2023
- September 20, 2023

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 8785 SW 165th Avenue, Suite 200, Miami, Florida, 33193 or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to 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 Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that 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 such appeal is to be based.

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

District Manager

OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT

www.oldtownfloridiancdd.org
10/7

22-78/0000623689M

**OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MARCH 15, 2023**

A. CALL TO ORDER

The March 15, 2023, Regular Board Meeting of the Old Town Floridian Community Development District (the “District”) was called to order at 2:38 p.m. at the Zamora Corp. Meeting Room located at 6741 Coral Way, Suite 18, Miami, Florida 33155.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the March 15, 2023, Regular Board Meeting had been published in the *Miami Daily Business Review* on October 7, 2022, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance Chairperson Aninely Mayoral, Vice Chairperson Rosa Zamora and Supervisor Mario Hernandez constituted a quorum and it was in order to proceed with the meeting.

Staff present: District Manager Armando Silva of Special District Services, Inc. and District Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. October 19, 2022, Regular Board Meeting

The minutes of the October 19, 2022, Regular Board Meeting were presented and the Board was asked if there were any changes. There being no changes, a **motion** was made by Ms. Mayoral, seconded by Mr. Hernandez and unanimously passed approving the minutes of the October 19, 2022, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Staff Report: As Required

There was no old business to report at this time.

H. NEW BUSINESS

1. Consider Resolution No. 2023-01 – Adopting a Fiscal Year 2023/2024 Proposed Budget

Mr. Silva presented Resolution No. 2023-01, entitled:

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and reviewed the proposed budget. He advised that since the overall proposed assessments were not increasing in the fiscal year 2023/2024, letters to residents would not be required. Furthermore, Mr. Silva stated as part of Resolution No. 2023-01, the Board must set a date for the public hearing to adopt the 2023/2024 final fiscal year budget and assessments. A discussion ensued after which:

A **motion** was made by Ms. Mayoral, seconded by Mr. Hernandez and unanimously passed approving and adopting Resolution No. 2023-01, *as presented*, thus setting the public hearing to adopt the 2023/2024 Fiscal Year budget and assessments for June 21, 2023, at 10:30 a.m. at the Zamora Corp. Meeting Room located at 6741 Coral Way, Suite 18, Miami, Florida 33155.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

There were no Administrative & Operational Matters.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member & staff closing comments.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Hernandez, seconded by Ms. Mayoral and unanimously passed adjourning the Regular Board Meeting at 2:42 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Miscellaneous Notices

Published in Miami Daily Business Review on June 1, 2023

Location

Miami-Dade County, Florida

Notice Text

NOTICE OF PUBLIC HEARING & REGULAR BOARD MEETING OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Old Town Floridian Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 21, 2023, at 2:30 p.m., or as soon thereafter as can be heard, in the Zamora Corp Meeting Room located at 6741 Coral Way, Suite 18, Miami, Florida 33155.

The purpose of the Public Hearings is to receive public comment on the Fiscal Year 2023/2024 Proposed Final Budget and the Non-Ad Valorem Assessment Roll of the District. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. A copy of the District's Budget and/or the Agenda may be obtained from the District's website (www.oldtownfloridiancdd.org) or at the offices of the District Manager, Special District Services, Inc., 8785 SW 165th Avenue, Miami, Florida 33193, during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Scheduled Meetings may be continued as found necessary to a time and place specified on the record.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786)313-36611 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT

www.oldtownfloridiancdd.org

6/1-8 23-82/0000665986M

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2023/2024 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Old Town Floridian Community Development District (“District”) has prepared a Proposed Operating Fund Budget for Fiscal Year 2023/2024, and the Board is empowered to provide a funding source to operate the District and to impose special assessments upon the properties within the District, as required; and

WHEREAS, the District has held a duly advertised Public Hearing to receive public comments on the Proposed Operating Fund Budget, has considered and adopted the Fiscal Year 2023/2024 Operating Fund Budget; and is now authorized to levy non-ad valorem assessments upon the assessable properties within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Operating Fund Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is accepted, approved and adopted.

Section 2. The Secretary and/or Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 21st day of June, 2023.

ATTEST:

**OLD TOWN FLORIDIAN COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Old Town Floridian
Community Development District

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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- I FINAL BUDGET
- II PROPOSED FINAL BUDGET

FINAL BUDGET
OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

| | FISCAL YEAR 2023/2024 BUDGET |
|--|---|
| REVENUES | |
| O&M Assessments | 0 |
| Developer Contribution | 108,125 |
| Debt Assessments | 0 |
| Interest Income | 0 |
| TOTAL REVENUES | \$ 108,125 |
| EXPENDITURES | |
| Administrative Expenditures | |
| Supervisor Fees | 0 |
| Management | 29,400 |
| Legal | 15,000 |
| Assessment Roll | 6,500 |
| Audit Fees | 4,300 |
| Arbitrage Rebate Fee | 650 |
| Insurance | 6,000 |
| Legal Advertisements | 3,000 |
| Miscellaneous | 1,250 |
| Postage | 300 |
| Office Supplies | 800 |
| Dues & Subscriptions | 175 |
| Website Management & ADA Compliance | 1,500 |
| Trustee Fees | 4,250 |
| Continuing Disclosure Fee | 2,000 |
| Total Administrative Expenditures | \$ 75,125 |
| Maintenance Expenditures | |
| Engineering/Inspections | 3,000 |
| Miscellaneous Maintenance | 15,000 |
| Infrastructure Maintenance | 15,000 |
| Total Maintenance Expenditures | \$ 33,000 |
| TOTAL EXPENDITURES | \$ 108,125 |
| REVENUES LESS EXPENDITURES | \$ - |
| Bond Payments | 0 |
| BALANCE | \$ - |
| County Appraiser & Tax Collector Fee | 0 |
| Discounts For Early Payments | 0 |
| EXCESS/ (SHORTFALL) | \$ - |

DETAILED FINAL BUDGET
OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

| | FISCAL YEAR 2021/2022 ACTUAL | FISCAL YEAR 2022/2023 BUDGET | FISCAL YEAR 2023/2024 BUDGET | COMMENTS |
|--|------------------------------------|------------------------------------|------------------------------------|--|
| REVENUES | | | | |
| O&M Assessments | 0 | 0 | 0 | |
| Developer Contribution | 50,000 | 107,825 | 108,125 | Developer Contribution |
| Debt Assessments | 0 | 0 | 0 | |
| Interest Income | 1 | 0 | 0 | |
| TOTAL REVENUES | \$ 50,001 | \$ 107,825 | \$ 108,125 | |
| EXPENDITURES | | | | |
| Administrative Expenditures | | | | |
| Supervisor Fees | 0 | 0 | 0 | |
| Management | 29,400 | 29,400 | 29,400 | |
| Legal | 7,775 | 15,000 | 15,000 | |
| Assessment Roll | 0 | 6,500 | 6,500 | Will Commence In Fiscal Year Following Issuing Of Bond |
| Audit Fees | 0 | 4,000 | 4,300 | Fee Will Be Adjusted If Bond Is Issued |
| Arbitrage Rebate Fee | 0 | 650 | 650 | Will Commence In Fiscal Year Following Issuing Of Bond |
| Insurance | 5,000 | 6,000 | 6,000 | Insurance Estimate |
| Legal Advertisements | 461 | 3,000 | 3,000 | |
| Miscellaneous | 114 | 1,250 | 1,250 | |
| Postage | 92 | 300 | 300 | |
| Office Supplies | 164 | 800 | 800 | |
| Dues & Subscriptions | 175 | 175 | 175 | Annual Fee Due Department Of Economic Opportunity |
| Website Management & ADA Compliance | 1,500 | 1,500 | 1,500 | |
| Trustee Fees | 0 | 4,250 | 4,250 | Will Commence In Fiscal Year Following Issuing Of Bond |
| Continuing Disclosure Fee | 0 | 2,000 | 2,000 | Will Commence In Fiscal Year Following Issuing Of Bond |
| Total Administrative Expenditures | \$ 44,681 | \$ 74,825 | \$ 75,125 | |
| Maintenance Expenditures | | | | |
| Engineering/Inspections | 52 | 3,000 | 3,000 | Engineers Report To Be Included In Bond Cost Of Issuance |
| Miscellaneous Maintenance | 0 | 15,000 | 15,000 | |
| Infrastructure Maintenance | 0 | 15,000 | 15,000 | |
| Total Maintenance Expenditures | \$ 52 | \$ 33,000 | \$ 33,000 | |
| TOTAL EXPENDITURES | \$ 44,733 | \$ 107,825 | \$ 108,125 | |
| REVENUES LESS EXPENDITURES | \$ 5,268 | \$ - | \$ - | |
| Bond Payments | 0 | 0 | 0 | |
| BALANCE | \$ 5,268 | \$ - | \$ - | |
| County Appraiser & Tax Collector Fee | 0 | 0 | 0 | |
| Discounts For Early Payments | 0 | 0 | 0 | |
| EXCESS/ (SHORTFALL) | \$ 5,268 | \$ - | \$ - | |

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Old Town Floridian Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated in the City of Florida City within Miami-Dade County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT:

1. The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of June, 2023.

ATTEST:

**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairman, Board of Supervisors

**OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
BOARD OF SUPERVISORS' MEETING SCHEDULE**

The Board of Supervisors of the Old Town Floridian Community Development District (the "District") will hold their regular meetings for Fiscal Year 2023/2024 at the Zamora Corp. Meeting Room located at 6741 Coral Way, Suite 18, Miami, Florida 33155, at 10:30 a.m. unless otherwise indicated as follows:

**October 18, 2023
November 15, 2023
February 21, 2024
March 20, 2024
April 17, 2024
May 15, 2024
June 19, 2024
September 18, 2024**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 8785 SW 165th Avenue, Suite 200, Miami, Florida, 33193 or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to 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 Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that 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 such appeal is to be based.

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

District Manager

OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT

www.oldtownfloridiancdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW XX/XX/2023

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 21st day of June, 2023.

ATTEST:

**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT
DISTRICT**

Print name: _____
Secretary / Assistant Secretary

Print name: _____
Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT ORDERING AND CALLING FOR THE SECOND LANDOWNERS' MEETING AND PUBLIC NOTICE THEREOF FOR THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT'S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Old Town Floridian Community Development District ("District") was established by Ordinance #21-27 of the Board of County Commissioners of Miami-Dade County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as outlined in Chapter 190, Section 190.006, *Florida Statutes*, a second landowners' election shall be announced at a public meeting of the Board at least ninety (90) days prior to the date of the landowners' meeting, which meeting shall be held on the first Tuesday in November and for the purpose of electing three (3) supervisors; and

WHEREAS, at such meeting, each landowner shall be entitled to cast one (1) vote per acre (or fraction thereof) or one vote for each platted lot of land owned and located within the District for each person to be elected; and

WHEREAS, the two (2) candidates receiving the highest number of votes shall each serve for a four (4) year term and the one (1) candidate receiving the next largest number of votes shall serve for a two (2) year term; and

WHEREAS, a Notice of the Landowners' Meeting shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election.

WHEREAS, attached hereto as Exhibit "A" and made a part hereof are (i) instructions (Election Procedures) on how all landowners may participate in the election, (ii) proxy form that may be utilized by the landowners at such meeting; and (iii) a sample ballot for information purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The above recitals are hereby adopted.

Section 2. The Landowners' Meeting will be held on November 7, 2023 at 10:30 a.m. at Zamora Corp. Meeting Room located at 6741 Coral Way, Suite 18, Miami, Florida 33155.

Section 3. The instructions, the form of proxy; and sample ballot attached hereto as Exhibit "A" are hereby acknowledged and approved.

Section 4. A Notice of the Landowners' Meeting shall be published as prescribed by law.

PASSED, ADOPTED and EFFECTIVE this 21st day of June, 2023.

ATTEST:

**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman



SPECIAL DISTRICT (CDD) ELECTION PROCEDURES

1. Landowners' Meeting

In accordance with the provisions of Chapter 190, Florida Statutes, it is required that an initial meeting of the Landowners of the District be held within ninety (90) days following the effective date of the rule or ordinance establishing the District and thereafter every two years during the month of November for the purpose of electing Supervisors. The second election by landowners shall be held on the first Tuesday in November; thereafter, there shall be an election of supervisors every two years in November on a date established by the Board of Supervisors. The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting; and a Secretary shall also be elected for recording purposes.

2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

3. Nomination of Candidates

At the meeting, the Chairperson shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairperson shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated.

4. Voting

Each Landowner shall be entitled to cast one vote for each acre (or lot parcel), or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three positions open, an owner of one acre or less (or one lot parcel) may cast one vote for each of the three positions. An owner of two acres (or two lot parcels) may cast two votes for each of the three positions.) Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

- a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being submitted in lieu thereof, shall be directed to register their attendance and the total number of votes by acreage (or lot parcels) to which each claims to be entitled, with the elected Secretary of the meeting or the District's Manager.

- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
- c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board of Supervisor and thereafter no additional ballots shall be issued.

The Chairperson will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board of Supervisor(s). Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

At the second and subsequent landowner elections*, the two candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

* At the final landowner election (*after the 6th or 10th year*), the candidate receiving the highest number of votes will be elected to the Board of Supervisors for a four-year term (two supervisors are elected by General Election).

8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and will determine the legality of the contested ballot(s). Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

9. Recessing of Annual Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage (or lot parcel) ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

LANDOWNER PROXY

**OLD TOWN FLORIDIAN 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 initial meeting of the landowners of the **Old Town Floridian Community Development District** to be held on November 7, 2023 at 10:30 a.m. in the Zamora Corp. Meeting Room located at 6741 Coral Way, Suite 18, Miami, Florida 33155, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the annual meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Printed Name of Legal Owner/Entity

Signature of Legal Owner (and/or Authorized Representative)

Date

Parcel(s) Description(s)*{Folio Number(s)}

of Units/Acres

*Insert in the space 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.]

Pursuant to section 190.006(2)(b), *Florida Statutes* (2023), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

TOTAL NUMBER OF AUTHORIZED VOTES: _____

If the Legal Owner 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

BALLOT # _____

**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING**

ELECTION OF BOARD SUPERVISORS

NOVEMBER 7, 2023

The undersigned certifies that he/she is the owner (____) or duly authorized **representative of lawful proxy of an owner (____)** of land in the **Old Town Floridian Community Development District**, constituting Acre(s)/Lot(s)/Unit(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open position:

Name of Candidate

Number of Votes

{The two (2) candidates receiving the highest number of votes shall each be elected for a four (4) year term of office; the three (3) candidates receiving the next highest number of votes shall each be elected for a two (2) year term of office.}

Signature: _____

Printed Name: _____

Street Address or Tax Parcel Id Number for your Real Property:

**OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 2023, by and between:

Old Town Floridian Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Florida City within Miami-Dade County, Florida (“**District**”), and

Zamora Corporation, a Florida corporation and the developer of the lands in the District (“**Developer**”) with a mailing address of 6741 Coral Way, Suite 18, Miami, Florida 33155.

Recitals

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Miami-Dade County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, Developer presently is developing the real property (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District’s facilities, activities’ and services and from the continued operations of the District; and

WHEREAS, the District approved its general fund budget for Fiscal Year 2023/2024 for the basis of setting a public hearing thereon, which year commenced October 1, 2023 and concludes on September 30, 2024 (“**FY 2024 Budget**”); and

WHEREAS, the FY 2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2024 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien ("**Lien**") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024 Budget" in the public records of Miami-Dade County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed Lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Miami-Dade County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Miami-Dade County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

SECTION 5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. 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. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2024 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations.

The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either 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 all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairman, Board of Supervisors

ZAMORA CORPORATION

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 General Fund Budget

Exhibit B: Description of the Property

Exhibit A

Fiscal Year 2023/2024 General Fund Budget

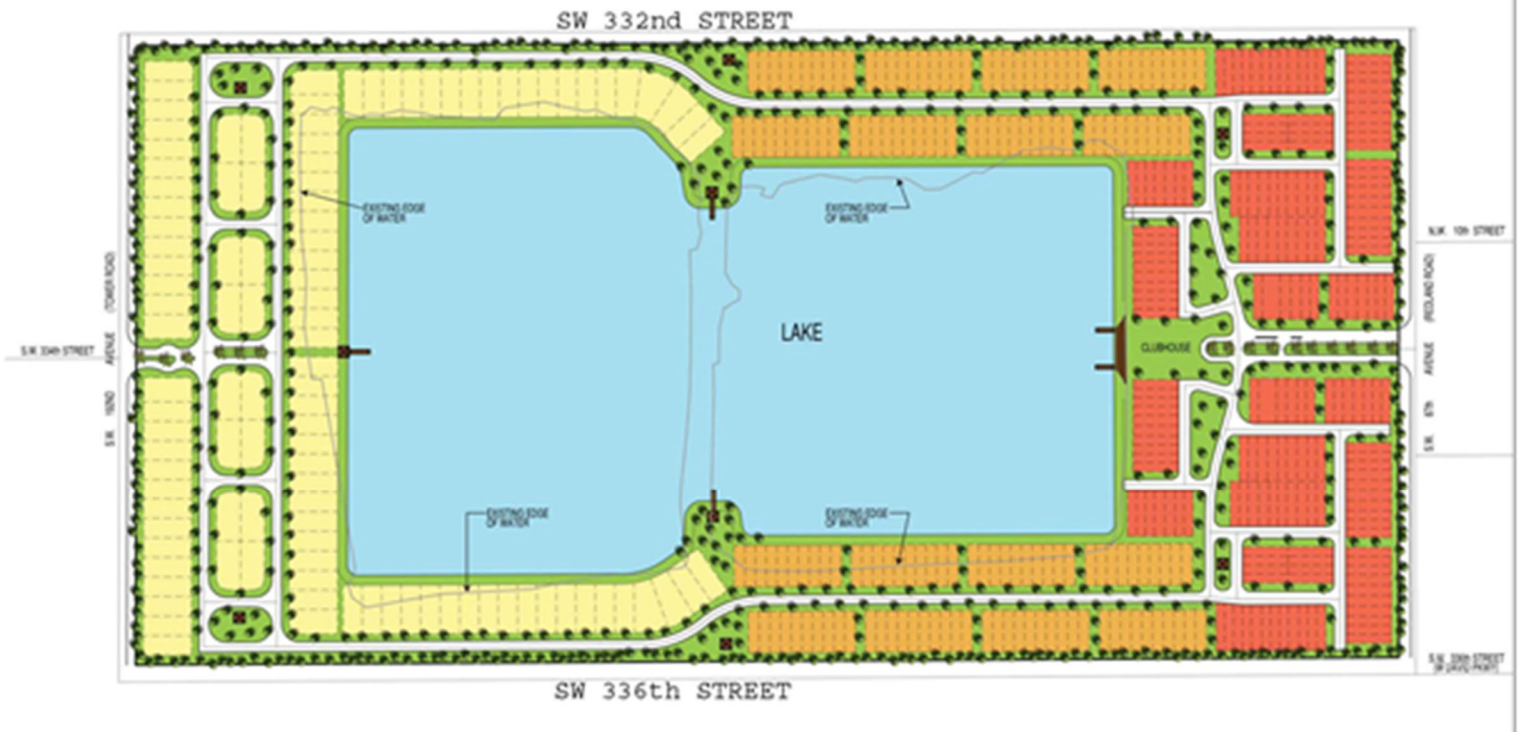
Exhibit B

Description of the Property

**LEGAL DESCRIPTION
OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT**

**THE SOUTH ½ OF THE NORTHEAST ¼, LESS THE EAST 35 FEET, WEST 35 FEET
AND LESS THE SOUTH 35 FEET FOR ROAD PURPOSES, OF SECTION 23,
TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE
COUNTY, FLORIDA.**

CONTAINING 78.144 ACRES, MORE OR LESS.



ACQUISITION AGREEMENT

This Acquisition Agreement (the “Agreement”) is made and entered into as of this _____ day of _____, 2023 (the “Effective Date”), by and between:

OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Florida City, Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

ZAMORA CORPORATION, a Florida corporation, the developer and owner of certain lands within the boundaries of the District, whose address is 6741 Coral Way, Suite 18, Miami, Florida 33155, and its successors, successors in title, and assigns (all referred to herein as the “Developer”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Miami-Dade County Ordinance No. 21-27 (the “Ordinance”) for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community within the boundaries of the District; and

WHEREAS, the Developer is the developer of the 77.14 +/- acres of lands within the boundaries of the District as defined in the Ordinance, which lands are referred to herein as the District Lands; and

WHEREAS, the District Lands are owned by the Developer; and

WHEREAS, the Developer covenants that the Developer has all necessary authority to develop the District Lands, complete the Project (as later defined herein), and enter into this Agreement with the District; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a special benefit to the lands within District Lands to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the lands within the District Lands within the boundaries of the District, including, without limitation, a water distribution system and a sanitary sewer collection system, including the payment of connection fees; stormwater management and drainage systems; roadway improvements, including the payment of road impact fees; and related soft and incidental costs, including professional fees; and other related improvements, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer’s Report, dated May 18, 2021, prepared by Alvarez Engineers, Inc. (the “Engineer”), as may be amended or supplemented from time to time (the “Engineer's Report”), and in the plans and specifications on file at the office of the

District (collectively, the “Improvements” or the “Project”), which Engineer’s Report and Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District desires to acquire from the Developer, and the Developer desires to convey to the District, on the terms and conditions set forth herein, in one or more conveyances, the Developer's rights or interest in the Project, which consists of the rights and interests in certain public infrastructure improvements (“Improvements”) and interests in real property as more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the District proposes to issue its Old Town Floridian Community Development District Special Assessment Bonds, in one or more series (each, a “Series”) in a principal amount that has yet to be determined by the District but which will not exceed \$16,000,000 (the “Bonds”), to finance the cost of acquisition of a portion of the Developer's rights or interest in the Project, pursuant to a Master Trust Indenture and a First Supplemental Trust Indenture, as each may be supplemented and amended from time to time (collectively, the “Indenture”), which Indenture will be entered into by and between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”); and

WHEREAS, the District intends to issue its Bonds, in one or more Series, to finance portions of the Project; and

WHEREAS, Developer will grant the District those easements or real property interests as determined to be necessary by legal counsel to the District and which permit the District to acquire and/or construct the Project within District Lands; and

WHEREAS, any capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Indenture; and

WHEREAS, as a condition of the District acquiring the Improvements that constitute part of the Project, the Engineer will certify that the Improvements or the portion of the Improvements being conveyed to the District pursuant to this Agreement are part of the Project and will certify that the cost to be charged to the District for each portion of the Improvements being conveyed to the District pursuant to this Agreement does not exceed the lower of (i) the documented actual cost of such Improvements or (ii) the Engineer's estimated fair market value of such Improvements; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors, successors in title, and assigns (except for end users); and

WHEREAS, the District Board of Supervisors has determined that it is in the best interests of the District, its future landowners and residents to enter into this Agreement and to acquire the Improvements and interests in real property that are part of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

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

2. APPLICABLE PROVISIONS; MAXIMUM PAYMENT.

2.1 It is contemplated by the parties that the Improvements will be completed and conveyed by the Developer to the District. The provisions of Section 3 and Section 4 hereof are specifically applicable to the conveyance of Improvements and the Project by the Developer to the District, and the provisions of Section 5 hereof specifically apply to the payment of impact fees or connection fees that are part of the Project. The District agrees to pay the Developer subsequent to the issuance of the Bonds the amount of net proceeds available from the Bonds, as total payment for all the Developer's rights or interest in the Project, which includes the Developer's rights or interest in the Improvements, impact fees and connection charges, an amount not to exceed **TWELVE MILLION ONE THOUSAND AND 00/100 (\$12,001,000.00) DOLLARS** (the "Project Cost"). The parties acknowledge that this Project Cost will likely exceed the amount of net proceeds available from the Bonds to be issued by the District. The total payment to be made by the District for all the Developer's rights or interests in the Project calculated in accordance with and subject to this Agreement shall not exceed the amount of net proceeds available from the Bonds (the "Purchase Price") deposited into the Acquisition and Construction Account for each Series of Bonds issued by the District and from monies in the Reserve Account for each Series of Bonds issued by the District as a result of satisfaction of the Release Conditions (as defined in the Indenture).

2.2 In no event shall the District pay more than the Purchase Price for the Project. In the event that there are not sufficient funds from the net proceeds of the Bonds to pay for the Project, then, the Project Cost shall be reduced to equal the amount of remaining funds available from the net proceeds of the Bonds and available monies in the Reserve Account for each Series as a result of satisfaction of the Release Conditions, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements and the interests in real property subject to this Agreement without further right to any additional payments for the Improvements, including impact fees and connection charges, or the interests in real property constituting the Project. The acquisition of the Developer's rights or interest in the Project by the District and the District's payment for same shall be in accordance with the terms of this Agreement and the Indenture, with the resolution or resolutions authorizing the Bonds, and the Engineer's Report, all of which are incorporated herein by reference. The parties recognize that Developer shall not be paid more than the Purchase Price for the Project.

2.3 For purposes of the payment provisions of this Agreement, all payments to the Developer shall be made and directed to Zamora Corporation, unless otherwise directed in writing by Zamora Corporation.

3. CONVEYANCE OF IMPROVEMENTS AND REAL PROPERTY.

3.1 In accordance with the terms and conditions of this Agreement, the Developer shall, in one or more conveyances, convey, or cause to be conveyed by the Developer or others, as the case may be, to the District by dedication, special warranty deed, quit claim deed, easement, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the interests in real property and the Improvements from time to time and as the Improvements are completed. At least fifteen (15) days prior to the date of conveyance of any interests in real property hereunder, the Developer shall provide the District with copies of surveys and as-built plans, if applicable, signed and sealed by the Developer's surveyor and/or engineer of record describing the Improvements being conveyed. At least five (5) days prior to the date of conveyance of any interests in real property hereunder, the Developer shall provide the District with title insurance, an attorney's opinion of title or other evidence of clear title relating to any interests in real property and Improvements acceptable to the District and its counsel describing the nature of Developer's rights or interest in the real property and Improvements being conveyed, and stating that (i) such interests in real property and Improvements are free and clear of all liens and encumbrances, except as provided herein and except for those encumbrances that do not impair or interfere with any functions of the District, (ii) all governmental approvals necessary to install the Improvements have been obtained, and (iii) the Developer is conveying the complete interest in the Improvements to the District.

3.2 Conveyance of interests in real property. Pursuant to and as more particularly described in the Engineer's Report and as part of the Project, the Developer is required, at no cost to the District, to convey or ensure the conveyance of those interests in real property necessary for the District to own, operate and maintain the Project. With respect to the conveyance of the interests in real property, on the date of the closing on said Property, or portions thereof, the Developer shall deliver to the District the following original documents:

- a. Quit Claim Deed (the "Deed") or Grant of Easement
- b. Attorney's Opinion of Title
- c. Owner's/Seller's Affidavit
- d. Bill of Sale for improvements on the property.
- e. Any necessary consent resolutions
- f. Any assignments or other documents that might be required as part of or in connection with the issuance of the title commitment or opinion of title.

3.3 The parties acknowledge and agree that certain portions of the Improvements may have been or will be constructed in rights-of- way, utility easements, common areas or areas, any or

all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the Improvements may be subject to certain rights of other governmental bodies, public entities, or other quasi-public organizations. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights provided such rights are perpetual in nature.

3.4 All terms and conditions of this Agreement apply equally to conveyances made prior to funding from proceeds of the Bonds, and the District shall make payment for such conveyances in accordance with Section 4 below, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to receipt by the District of such funding from proceeds of the Bonds.

3.5 By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

3.6 The Developer further agrees to convey, or have conveyed without monetary consideration, such real property and interests in real property, whether by deed, easement, or otherwise, from the Developer or other owner(s), as the case may be, so that the District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accordance with the Engineer's Report. Developer further agrees to, within twenty (20) days of the date of this Agreement, convey or have conveyed, at no cost, such other real property interests in the District Lands from the Developer in favor of the District as determined to be necessary by District Counsel and which permit the District to acquire, own, and operate the Project within said District Lands.

4. PAYMENT FOR IMPROVEMENTS.

4.1 After receipt by the District of funds from the net proceeds of the Bonds and in accordance with the terms of the Indenture (to be entered into in connection with the issuance of the Bonds) and this Agreement, the District agrees to pay the Developer upon the issuance of the Bonds from available funds for that purpose under the Indenture, as total payment for all of the Developer's and any other grantor's rights or interest in any Improvements to be conveyed to the District, an amount less than the Purchase Price that shall not exceed the lesser of the documented actual cost of the Improvements or the Engineer's estimated fair market value of such Improvements, with the exact purchase price to be based on the certificate of the Engineer, and which is subject to the amount of funds available to the District from the net proceeds of the Bonds to pay for the Improvements (the "Improvements Purchase Price"). The Improvements Purchase Price is inclusive of any impact fees or connection charges that are part of the Project, as described in Section 5 of this Agreement and in the Engineer's Report. The Developer shall convey all the Improvements subject to this Agreement without further right to any additional payments for the Improvements, including the impact fees and connection charges, by the District and the District's payment for same shall be in accordance with the terms of this Agreement and the Indenture and with the resolution or

resolutions authorizing the Bonds and the Engineer's Report. The payment of the Improvements Purchase Price shall occur in the following manner:

4.1.1 Payment. From time to time subsequent to the Effective Date of this Agreement and subsequent to the receipt by the District of funds from proceeds of the Bonds or from moneys transferred from the Reserve Account of an applicable Series as a result of satisfaction of the Release Conditions, upon proper requisition as provided by the Indenture and upon certification by the Engineer and the Developer in accordance with Section 7 of this Agreement with respect to any portion of the Improvements to be conveyed or already conveyed, the District shall direct the Trustee to pay the Developer such certified amount in one or more installments as necessary. To the extent that there are sufficient funds available from the net proceeds of the Bonds, the District will continue to pay the Developer from such proceeds for certain portions of the Improvements as those portions are conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as the total Improvements Purchase Price shall have been paid to the Developer or there are no longer any funds available to the District from the net proceeds of the Bonds or from moneys transferred from the Reserve Account of an applicable Series as a result of satisfaction of the Release Conditions to pay for the Improvements.

4.1.2 No Additional Payment Obligation. Nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the net proceeds of the Bonds or from the Reserve Account of any Series upon satisfaction of the Release Conditions to pay for the Improvements.

4.1.3 Maximum Payment. In no event shall the District pay more than the Improvements Purchase Price for all of the Improvements, and in the event that there are not sufficient funds from the net proceeds of the Bonds or from moneys transferred from the Reserve Account of any Series as a result of satisfaction of the Release Conditions to pay for Improvements, then, the Improvements Purchase Price shall be reduced to equal the amount of remaining funds available from the net proceeds of the Bonds or from moneys transferred from the Reserve Account of any Series as a result of satisfaction of the Release Conditions, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements subject to this Agreement without further right to any additional payments for the Improvements. The acquisition of the Developer's rights or interest in the Improvements by the District and District's payment for the same shall be in accordance with the terms of this Agreement and the Indenture and with the motion (s) or resolution(s) of the District Board of Supervisors authorizing the Bonds and the Engineer's Report. Notwithstanding, the parties recognize that the Developer shall not be paid more than the Improvements Purchase Price for the Improvements that constitute the Project.

4.2 No provision of Section 4 shall relieve the Developer of the completion obligations in Section 8. Notwithstanding anything else in this Agreement to the contrary, the District and Developer acknowledge that the District's obligation to pay for the Project is subject to the terms of the Indenture.

5. PAYMENT FOR IMPACT FEES AND CONNECTION CHARGES. The Developer agrees that the road impact fees and water and sewer connection charges are part of the District's Project. If the Developer pays the impact fees and/or connection charges to the applicable governmental authority, it shall be paying them on behalf of the District. To the extent the net proceeds of the Bonds or any available moneys transferred from the Reserve Account of an applicable Series as a result of satisfaction of the Release Conditions are sufficient, the District shall reimburse the Developer if the Developer makes such payments. If the Developer is entitled to any impact fee credits, the Improvements Purchase Price and the Purchase Price for any component of the Project that generated the impact fee credits shall be reduced in like amount.

6. CONDITION OF IMPROVEMENTS AND PROPERTY; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Improvements, the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer; and Developer warrants to the District, and to any government entity to which the Improvements may be conveyed by the District, that said Improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any conveyance of Improvements, to assign to the District any warranties associated with or applicable to the Improvements, but only to the extent capable by their terms of being assigned. Notwithstanding any warranty relating to the Improvements contained herein, the District acknowledges that any interests in real property conveyed hereunder shall be conveyed in "AS IS, WHERE IS" condition, with no representation, warranty, or recourse, excepting that which is provided in any quit claim deed, opinion of title, or title insurance commitment pertaining to the property.

7. CERTIFICATIONS. Before any payment by the District for any portion of the Improvements, the District shall be provided with a certificate (or certificates), signed by the District's Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Improvements (based upon representations of the Developer) or (ii) the fair market value of such Improvements; (b) that said Improvements for which payment is to be made are part of the Project; (c) that said Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contracts, subcontracts and materialmen that have provided services or materials in connection with such Improvements; (f) that sufficient funds are or are not available from the net proceeds of the Bonds or from moneys transferred from the Reserve Account of an applicable Series as a result of satisfaction of the Release Conditions to acquire or construct any remaining portion of the Project; and (g) that each payment to be received by the Developer pursuant to this Agreement does not constitute a loan of the proceeds of the Bonds to the Developer. If sufficient funds are not available from the net proceeds of the Bonds or from

moneys transferred from the Reserve Account of an applicable Series as a result of satisfaction of the Release Conditions to acquire or construct any remaining portion of the Project, the project completion obligations of Section 8 herein shall be invoked and applicable.

Final completion of the Improvements is to be provided by the Developer, and such completion shall be evidenced by a certificate of completion signed by the Developer and the District's Engineer and delivered to the District.

8. COMPLETION.

8.1 The Developer covenants that it shall cause the Improvements and the Project to be completed and conveyed and shall convey or cause to be conveyed any interests in real property necessary for the maintenance and operation of the Improvements or the Project, regardless of whether the proceeds of the Bonds or other amounts available for that purpose under the Indenture are sufficient to cover the costs of such completion and such conveyances. The Developer hereby agrees to complete or cause to be completed or to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded from the net proceeds of the Bonds, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the "Remaining Improvements"), for the Improvements specially benefiting the lands within the District Lands.

8.2 The Developer acknowledges that the Project Cost will likely exceed the amount of net proceeds anticipated to be available under the Bonds.

8.3 Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements or interests in real property from any source other than the proceeds of the Bonds, including amounts from the Reserve Account of each applicable Series upon satisfaction of the Release Conditions.

9. APPLICATION OF TRUST INDENTURE. The acquisition of the Developer's rights or interest in any portion or all of the Project by the District and District's payment for same shall be in accordance with the terms of this Agreement and applicable provisions of the Indenture, which are specifically incorporated herein by reference and made a part hereof. In no case shall the cumulative price paid by the District for the Project exceed the lesser of Project Cost or available net proceeds from the issuance of the Bonds or from moneys transferred from the Reserve Account of an applicable Series as a result of satisfaction of the Release Conditions.

10. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors, successors-in-title, and assigns.

11. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the

context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

12. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the District and the Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

13. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

14. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

15. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

16. 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 executed by facsimile, which shall be deemed an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

18. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or

subsequent breach thereof. Notwithstanding anything herein to the contrary, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be collected for payment of debt service on the Bonds or (b) lessens Developer's obligations in this Agreement without the written consent of the Trustee for the Bonds, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Bonds then outstanding. The term "Majority" shall mean more than fifty (50%) percent.

19. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida.

20. COSTS AND FEES. In the event that either party 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 all other costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

21. NO THIRD-PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns (other than end users). Notwithstanding anything herein to the contrary, the Trustee for the Bonds, on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld. The Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Bonds outstanding; however, no consent shall be required if the assignee is acquiring a majority of the Developer's interest in the District Lands.

24. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements and the real property which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of the Improvements or interests in real property as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

25. REMEDIES. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages and injunctive relief and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property within the District and owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law. In the event of the Developer's default under this Agreement, the parties agree as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided above and by general application of law, the right to obtain specific performance of the Developer's obligations hereunder.

26. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

27. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Old Town Floridian Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Developer: Zamora Corporation
6741 Coral Way, Suite 18
Miami, Florida 33155
Attn: Rosa A. Zamora, President

With a copy to: _____

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 PM (at the place of delivery) or on a non-business day shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print Name

Print Name

By: _____

Ani Mayoral, Chairperson
Board of Supervisors

Attest: _____

Armando Silva, Secretary

_____ day of _____, 2023

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by Ani Mayoral, as Chairperson of the Board of Supervisors for **OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of her knowledge.

[SEAL]

Notary Public

Commission:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by Armando Silva, as Secretary of the **OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

[SEAL]

Notary Public

Commission:

ZAMORA CORPORATION, a Florida corporation

Witnesses:

Print Name

Print Name

By: _____
Rosa A. Zamora, President

_____ day of _____, 2023

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Rosa A. Zamora, as President of **ZAMORA CORPORATION**, a Florida corporation. She is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of her knowledge.

Notary Public
Commission:

Exhibit A
Improvements - Project

1. **Roadway Improvements.** The roadway improvements applicable to the Project consist of onsite and offsite road right-of-way improvements. The offsite improvements consist of the roadway improvements that will be constructed within rights-of-way that currently belong to Miami-Dade County or the City of Florida City or that will belong to Miami-Dade County or the City of Florida City by plat dedication, including improvements to SW 336 Street from SW 192 Avenue to SW 187 Avenue, SW 187 Avenue from SW 336 Street to SW 332 Street, and the construction of turn lanes on SW 192 Avenue at the entrance to the Development (SW 334 Street and NW 9th Street). The onsite roadway improvements consist of the construction of two-lane inverted crown roads within the boundaries of the District that extend generally from the face of curb to face of curb. The onsite roadway improvements consist of two 10-foot wide undivided lanes with inverted crowns with a 2-inch thick layer of asphalt on an 8-inch thick base course on a 12-inch stabilized subgrade, over an estimated 12-inch layer of soil fill, and include, but are not limited to, earthwork, compacted subgrades, bases, curbs and gutter, two lifts of asphalt, signage pavement markings, maintenance of traffic, and surveys. These onsite and offsite roadway improvements are more particularly described in the Engineer's Report, dated and accepted May 18, 2021, prepared by Alvarez Engineers, Inc. (the "Engineer's Report"), as such Engineer's Report is further amended and supplemented from time to time by the District. Miami-Dade County road impact fees are also included under the Roadway Improvements. The Developer intends to convey to the District, at no cost, a fee simple interest in the onsite roadways.

2. **Stormwater Management and Drainage Facilities.** All stormwater management and drainage facilities for the Project, consisting of improving the perimeter of the existing lake, and drainage components for the onsite and offsite roadways, as well as in the landscape and common area tracts, as more particularly described in the Engineer's Report, as amended and supplemented from time to time by the District. The Developer intends to convey to the District, at no cost, a fee simple interest in the 31.00 +/- acre lake tract. The Developer also intends to convey to the District, at no cost, a permanent easement interest in those lands within the boundaries of the District where stormwater management and drainage facilities are located.

3. **Water Distribution System.** The water distribution system for the Project consists of both transmission and distribution mains along with required valving, fire hydrants, sample points, and appurtenant improvements, as more particularly described in the Engineer's Report, as well as water connection charges for the Project.

4. **Sanitary Sewer System.** The sanitary sewer system for the Project includes force mains, collection mains with individual lot sewer services, and appurtenant improvements, as more particularly described in the Engineer's Report, as well as sanitary sewer connection charges for the Project.

5. **Other Improvements.** Those other, appurtenant, and related public infrastructure components of the Project, as described and depicted in the Engineer's Report.