Acacia Grove
Community Development District

June 26, 2026

Acacia Grove
Community Development District
Special Meeting Agenda

Seat 1: Teresa Baluja – (C)	
Seat 2: Vanessa Perez – (V.C.)	
Seat 3: Marc Szasz – (A.S.)	
Seat 4: Raisa Krause – (A.S.)	
Seat 5: Adam Glantz – (A.S.)	

Friday
June 26, 2026
11:15 a.m.

The Offices of Lennar Homes
5505 Waterford District Drive, Miami, Florida
Join the meeting now
Meeting ID: 256 682 355 984 03 and Passcode: Ts2p3Ni2
1 872-240-4685 and Phone Conference ID: 618 183 376#

1. Roll Call

2. Approval of the Minutes of the April 17, 2026 Meeting **– Page 4**

3. Public Hearing to Adopt the Fiscal Year 2027 Budget **– Page 11**
   A. Motion to Open the Public Hearing

   B. Public Comment and Discussion

   C. Consideration of **Resolution #2026-12** Annual Appropriation Resolution **– Page 17**

   D. Consideration of **Resolution #2026-13** Levy of Non Ad Valorem Assessments **– Page 20**

   E. Consideration of Developer Funding Agreement **– Page 29**

   F. Motion to Close the Public Hearing

4. **Appointment of Audit Selection Committee – Page 33**
   Audit Selection Committee Meeting:
   Opening Audit Selection Committee Meeting
   A. Roll Call

   B. Selection of Criteria for Evaluation

   C. Authorizing of RFP

   D. Adjournment

5. Ratification of:
   A. Agreement for Access to Certain Exempt Information Maintained by the Office of the Property Appraiser of Miami-Dade County **– Page 37**

   B. Acquisition Agreement with Lennar Homes, LLC **– Page 42**

   C. Declaration of consent to Jurisdiction of Acacia Grove Community Development District (Imposition of Special Assessments and Improvements of Lein of Record) with Lennar Homes, LLC **– Page 57**

6. Staff Reports
   A. Attorney – Memorandum – 2026 Legislative Update **– Page 63**

B. Engineer

C. Manager

1) District Update **– Page 69**

2) Consideration of Proposed Fiscal Year 2027 Meeting Schedule **– Page 71**

3) Form 1 Financial Disclosure Due July 1, 2026 **– Page 72**

4) Reminder to Complete Annual Ethics Training by December 31, 2026

5) Number of Registered Voters in the District – **20 – Page 75**

7. Financial Reports

A. Acceptance of Funding Requests **#9 & #10 – Page 76**

B. Acceptance of Unaudited Financials **– Page 78**

8. Supervisors Requests and Audience Comments

9. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: acaciagrovecdd.com

MINUTES OF MEETING
ACACIA GROVE
COMMUNITY DEVELOPMENT DISTRCT

The regular meeting of the Board of Supervisors of the Acacia Grove Community Development District was held on Friday, April 17, 2026, at 11:21 a.m. at The Office of Lennar Homes, 5505 Waterford District Drive, Miami, Florida.

Present and constituting a quorum were:

Vanessa Perez	Vice Chairperson
Marc Szasz	Assistant Secretary
Raisa Krause	Assistant Secretary

Also present were:

Juliana Duque	District Manager, GMS
Michael Pawelczyk *by phone*	District Counsel
Steve Sanford *by phone*	Bond Counsel, Greenberg Traurig

FIRST ORDER OF BUSINESS — Roll Call

Ms. Duque called the meeting to order at 11:21 a.m. and called the roll. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS — Approval of Minutes of the March 20, 2026 Meeting

Ms. Duque: You have approval of the minutes of the March 20, 2026 meeting. This is the moment to present any addition, correction or deletion. If there is none, a motion to approve it will take place.

> On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, the Minutes of the March 20, 2026 Meeting, were approved.

THIRD ORDER OF BUSINESS Consideration of:

A. Preliminary First Supplemental Assessment Methodology

Ms. Duque: This report supplements the previously approved Master Assessment Methodology Report and is specifically tied to the proposed issuance of the $2,970,000 Series 2026 Bonds. Its purpose is to show how the bond debt is allocated to the properties that benefit from the project, using the same framework and benefit allocations the Board already approved in the Master Methodology. The report is based on the Engineer's Report dated November 21, 2025, which identifies the total project cost at approximately $14,324,000 for the public infrastructure serving Acacia Grove. This includes stormwater management, public road improvements, mobility fees, and water and wastewater facilities, including associated connection fees. For the overall capital program, the District anticipates issuing up to $17,210,000 in bonds over time, with this first issuance being $2,975,000 in Series 2026 Bonds. The bond sizing is reflected in the report tables, which show the allocation of construction funds, any capitalized interest, the debt service reserve, and costs of issuance. On the land use side, as the Board is aware, the District consists of 38.57 gross acres and a development plan of 244 units, comprising 195 single-family homes and 49 villas. All of these units are already platted within Acacia Grove, which allows assessments to be allocated directly to the individual lots. For benefit allocation, the report follows the Equivalent Residential Unit (ERU) approach used in the Master Assessment Methodology Report. Each single-family home is assigned 1.00 ERU, and each villa is assigned 0.95 ERU. A key point for the Board is that the Series 2026 assessments will be levied only on the 195 single-family units. The 49 villa units will not carry the Series 2026 assessments; instead, the developer will make an in-kind infrastructure contribution of approximately $2,765,431.38 in lieu of assessments on the villa lots. As a result, the par amount of the Series 2026 Bonds and the related annual debt service are allocated on a per-unit basis to the 195 single-family units, consistent with the ERU allocation in the Master Methodology and as shown in the tables. It is important to note that this preliminary supplemental methodology remains subject to change if the development plan or the financing structure changes. Unless the Board has any questions, the next step would be to entertain a motion to consider the Preliminary First Supplemental Assessment Methodology Report.

On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, the Preliminary First Supplemental Assessment Methodology, was approved.

B. Resolution #2026-11 Bond Delegation Resolution

1) Exhibit A – Form of Bond Purchase Contract

2) Exhibit B – Draft Copy of Preliminary Limited Offering Memorandum

3) Exhibit C – Form of Continuing Disclosure Agreement

4) Exhibit D – Form of First Supplemental Indenture

Ms. Duque: Resolution #2026-11 is the Bond Delegation Resolution and we have Steve joining us today.

Mr. Sanford: This is Steve Sanford from Greenberg Traurig serving as the District's bond counsel. This Board is familiar with the Delegation Resolution but I will quickly go through it. This is a resolution authorizing a principal amount of special assessment bonds for the 2026 project in an amount not exceeding $4M. That doesn't bind the Board to issue that amount of bonds. That's just a not to exceed number. This resolution asks the Board to approve certain documents in connection with the financing. Exhibit A is the form of the bond purchase contract. That is between the District and FMS as your underwriter. Once the bonds are sold, this document gets finalized with the final terms of the bonds. Exhibit B is a draft copy of the preliminary limited offering memorandum. That document will be used to find investors. Once the bonds are sold, this becomes final and it would have the final terms of the bonds, sources and uses and redemption provisions. Exhibit C is the continuing disclosure agreement. That's the document that's required under SEC rules. It requires that there be annual updated information regarding the project and the bonds and disclosure of certain enumerated material events. The rationale is that if somebody wanted to buy these bonds in the secondary market after they're issued, this continuing disclosure agreement provides the most up to date information so the investors can have the most current information to make an investment decision. The last exhibit is the Form of First Supplemental Indenture. Every time the District issues bonds, there's a supplemental indenture that is specific to that bond issue. That's what this supplemental indenture would do. We're operating under a master trust indenture which has already been approved. This is particular to these bond issues. If there was any need to amend the Engineer's Report or the Methodology Report, there is authorization to do so without the need for calling a special meeting. Lastly, as I mentioned, this is a delegation resolution. By virtue of adopting this resolution, there are certain parameters that the Board is setting. If we're within those parameters, then the underwriter can go out and sell the bonds and the Chair of the Vice Chair can execute a Bond Purchase Contract without the need for a special meeting. The parameters are a principal amount of bonds not exceeding $4M. The compensation to the underwriter is based on them buying the bonds at a discount of 98% and then turning around and selling the bonds at par. The interest rate can't exceed the maximum rate provided under Florida law. The term of the bonds can't exceed 30 years which is provided by statute not counting any capitalized interest period. Unless any Board members have any questions looking for a motion to adopt 2026-11.

> On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, Resolution #2026-11 Bond Delegation Resolution, was approved.

FOURTH ORDER OF BUSINESS — Consideration of Ancillary Documents – Series 2026 Bonds

A. Lien of Record

Mr. Pawelczyk: We have three documents to present to you. I'm just going to bullet the six ancillary documents. There will be no need for a true up agreement in this District because the lands have been platted already and sales are well underway. The Acquisition Agreement was previously executed on April 1st and previously approved by this Board. The developer already executed the Declaration of Consent and that document has already been recorded. Both of those documents have been distributed to the distribution list on this financing. The three we have today we can go through all three and you can approve them via one motion. We have the Lien of Record which identifies the series of bonds to be issued and identifies that there is an assessment lien on the properties within the boundaries of the District as so identified in the legal description which does describe the entire District. It's really just a notice on the public records. If anyone has any questions, they will call the management office once they purchase property.

B. Collateral Assignment and Assumption of Development Rights

Mr. Pawelczyk: The second item is the Collateral Assignment and Assumption of Development Rights. In the event that a landowner or developer fails to pay these special assessments, the development rights to complete the project, which the project is almost complete is my understanding, would have to be assigned to the District in that unlikely event that happens. We certainly don't foresee that happening in this District. Sales are well underway.

C. Completion Agreement

Mr. Pawelczyk: The third item is the Completion of Agreement whereby the Lennar Homes agrees to complete the project. As I believe you may know, the project cost exceeds the amount of bonds we're issuing. The developer is funding infrastructure not just to cover the 49 villa units but also will be funding any remaining infrastructure costs associated with the completion of the CDD project. The agreement is Lennar guarantees completion of the project. All these documents have been reviewed by developer's counsel, but that being said, asking that you approve each of the three documents in substantially final form just in case there's any final changes from any of the parties to this financing. To implement the final numbers once the bonds are marketed, an interest rate is determined and the final amount of the PAR issuance is determined. Unless there's any question, a motion to adopt and authorize the execution of the Lien of Record, Collateral Assignment and Completion Agreement in substantially final form.

On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, the Ancillary Documents – Series 2026 Bonds, was approved.

FIFTH ORDER OF BUSINESS Staff Reports

A. Attorney – Update on Bond Validation Proceedings

Mr. Pawelczyk: The bond validation hearing is scheduled for today at 3:00 p.m. which is good news. It's held via Zoom. Juliana, your District Manager, and the District Engineer, Juan Alvarez, will attend with me via Zoom and will hopefully be successful and have final judgment by the end of the day. If not, hopefully by Monday. We will report that to the distribution list if any Board members are interested in knowing the result of that, let me know and Juliana or I can let you know how it went today. Otherwise, that is all I have.

Ms. Duque: Thank you Mike.

B. Engineer

Ms. Duque: I don’t have anything additional under the engineer.

C. Manager

Ms. Duque: I don’t have anything additional under the managers’ report.

SIXTH ORDER OF BUSINESS Financial Reports

A. Acceptance of Funding Request #8

B. Acceptance of Unaudited Financials

Ms. Duque: Acceptance of funding request #8 and acceptance of the unedited financials.

> On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, Acceptance of Funding Request 8 and Unaudited Financials, were approved.

SEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

Ms. Duque: Are there any Supervisor requests? I’m not hearing any. There is no audience present today and there is no audience joining us over the teleconference.

EIGHTH ORDER OF BUSINESS Adjournment

Ms. Duque: Is there a motion to adjourn the meeting?

On MOTION by Ms. Perez, seconded by Ms. Krause, with all in favor, the meeting was adjourned.

____
Secretary /Assistant Secretary

____
Chairman / Vice Chairman

Acacia Grove/Reto West Annexation

Community Development District

Approved Proposed Budget

FY 2027

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Acacia Grove/Reto West Annexation

Community Development District

Approved Proposed Budget

General Fund

Description	Adopted Budget FY2026	Approved Proposed FY2027	
REVENUES:			
Developer Contributions/Maintenance Assessments	$ 167,650	$ 167,650	
TOTAL REVENUES	**$ 167,650**	**$ 167,650**	
EXPENDITURES:			
Administrative			
Engineering	$ 5,000	$ 5,000	
Attorney	10,000	10,000	
Annual Audit	4,000	6,000	
Assessment Administration	-	2,000	
Arbitrage Rebate	-	550	(1)
Dissemination Agent	-	1,200	(1)
Trustee Fees	-	5,000	(1)
Management Fees	35,000	35,000	
Website Maintenance	1,000	1,000	
Postage & Delivery	250	250	
Insurance General Liability	5,500	5,500	
Printing & Binding	250	250	
Legal Advertising	12,000	5,000	
Other Current Charges	600	600	
Office Supplies	50	50	
Dues, Licenses & Subscriptions	175	175	
Contingency	50	250	
TOTAL ADMINISTRATIVE	**$ 73,875**	**$ 77,825**	
Field Expenditures			
Drainage System	$ 12,000	$ 12,000	
Landscape Maintenance	18,000	18,000	
Street Lights	10,000	10,000	
Repairs & Maintenance	5,000	5,000	
Monuments & Walls	5,000	5,000	
Contingencies	43,775	39,825	
TOTAL FIELD EXPENDITURES	**$ 93,775**	**$ 89,825**	
TOTAL EXPENDITURES	**$ 167,650**	**$ 167,650**	
EXCESS REVENUES (EXPENDITURES)	**$ -**	**$ -**	

(1) Represents costs associated with the issuance of Bonds.

Acacia Grove/Reto West Annexation

Community Development District

Budget Narrative

FY 2027

REVENUES

Developer Contributions/Assessments
The District will levy a Non-Ad Valorem assessment on all platted lots withing the Districts to pay all of the operating expenditures for the Fiscal Year in Accordance with the Adopted Budget.

Expenditures - Administrative

Engineering
The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney
The District’s Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit
The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Assessment Roll Administration
GMS SF, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Arbitrage Rebate
The District has contracted with its independent auditors to annually calculate the arbitrage rebate liability on its bonds.

Dissemination Agent
The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Trustee Fees
The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

Management Fees
The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-South Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Website Maintenance
Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

Postage and Delivery
Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance General Liability
The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Printing and Binding
Copies used in the preparation of agenda packages, required mailings, and other special projects.

Acacia Grove/Reto West Annexation

Community Development District

Budget Narrative

FY 2027

Expenditures - Administrative (continued)

Legal Advertising
The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges
This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies
Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Due, Licenses & Subscriptions
The District is required to pay an annual fee to Florida Commerce for $175.

Contingencies
A contingency for any unanticipated and unscheduled cost to the District.

Expenditures – Field

Drainage System
The cost of operating and maintaining the stormwater management systems within the District boundaries.

Contingencies
A contingency for any unanticipated and unscheduled cost to the District.

Acacia Grove/Reto West Annexation

Community Development District

FY 2027

Type	# Units	Gross Assessment	Gross Assmt Per Unit	Net Assessment
Villa	49	$ 23,471	$ 479.00	$ 455.05
Single Family	195	$ 93,405	$ 479.00	$ 455.05
	244	$ 116,876		

With Annexation of Reto West

Type	# Units	Gross Assessment	Gross Assmt Per Unit	Net Assessment
Villa	49	$ 23,471	$ 479.00	$ 455.05
Single Family	195	$ 93,405	$ 479.00	$ 455.05
Townhomes	106	$ 50,774	$ 479.00	$ 455.05
	350	$ 167,650		

RESOLUTION 2026-12
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Acacia Grove Community Development District (**"District"**) prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated as findings of fact of the Board.

SECTION 2. BUDGET

a. The Proposed Budget, attached hereto as **Exhibit A,** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Acacia Grove Community Development District for the Fiscal Year Ending September 30, 2027."

c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 3. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A.**

SECTION 4. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of $15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 26th DAY OF June 2026.

ATTEST:

ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT

____
Secretary / Assistant Secretary

____
Chair / Vice Chair

Exhibit A: FY 2027 Budget

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2027; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING ASEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Acacia Grove Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Miami-Dade County, Florida ("County"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, Florida Statutes; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("Fiscal Year 2027"), the Board of Supervisors ("Board") of the District has adopted its budgets, including its operations and maintenance budget and debt service budgets ("Adopted Budget") attached hereto as Exhibit A and now desires to set forth the method by which operation and maintenance special assessments and debt service special assessments shall be collected and enforced; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the developer has agreed to directly fund through contributions any funds necessary to provide the operation and maintenance of the services and facilities provided by the District which are not funded through said special assessments; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2027; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached to this Resolution as Exhibit B, and to certify the portion of the Assessment Roll related to certain developed property ("Tax Roll Property") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("Direct Collect Property"), all as set forth in Exhibit B; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in Exhibit A confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in Exhibits A and B and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with Exhibits A and B. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. Tax Roll Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits A and B.

B. Direct Bill Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property, including debt service special assessments imposed for the Acacia Grove Community Development District Special Assessment Bonds, Series 2026, shall be collected directly by the District in accordance with Florida law, as set forth in Exhibits A and B. Operations and maintenance assessments directly collected by the District are due in equal 12-month installments. Debt service assessments are due in full on December 1, 2026; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 70% due no later than April 1, 2027 and 30% due no later than September 1, 2027. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2027, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes,* or other applicable law to collect and enforce the whole assessment, as set forth herein.

C. Future Collection Methods. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as Exhibit B, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT, THIS 26TH DAY OF JUNE 2026.

ATTEST:	**ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**
______________________________	______________________________
Secretary / Assistant Secretary	Chair / Vice Chair

EXHIBIT A

Assessment Roll

Acacia Grove CDD

Exhibit B

Folio	Gross O&M
30-7823-012-0010	$479.00
30-7823-012-0020	$479.00
30-7823-012-0030	$479.00
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30-7823-012-0050	$479.00
30-7823-012-0060	$479.00
30-7823-012-0070	$479.00
30-7823-012-0080	$479.00
30-7823-012-0090	$479.00
30-7823-012-0100	$479.00
30-7823-012-0110	$479.00
30-7823-012-0120	$479.00
30-7823-012-0130	$479.00
30-7823-012-0140	$479.00
30-7823-012-0150	$479.00
30-7823-012-0160	$479.00
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30-7823-012-0180	$479.00
30-7823-012-0190	$479.00
30-7823-012-0200	$479.00
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30-7823-012-0220	$479.00
30-7823-012-0230	$479.00
30-7823-012-0240	$479.00
30-7823-012-0250	$479.00
30-7823-012-0260	$479.00
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30-7823-012-0420	$479.00

Folio	Gross O&M
30-7823-012-1240	$479.00
30-7823-012-1250	$479.00
30-7823-012-1260	$479.00
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30-7823-012-1320	$479.00
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30-7823-012-1590	$479.00
30-7823-012-1600	$479.00
30-7823-012-1610	$479.00
30-7823-012-1620	$479.00
30-7823-012-1630	$479.00
30-7823-012-1640	$479.00
30-7823-012-1650	$479.00

Acacia Grove CDD

Exhibit B

Folio	Gross O&M
30-7823-012-0430	$479.00
30-7823-012-0440	$479.00
30-7823-012-0450	$479.00
30-7823-012-0460	$479.00
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30-7823-012-0490	$479.00
30-7823-012-0500	$479.00
30-7823-012-0510	$479.00
30-7823-012-0520	$479.00
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30-7823-012-0830	$479.00
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Folio	Gross O&M
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30-7823-012-1790	$479.00
30-7823-012-1800	$479.00
30-7823-012-1810	$479.00
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30-7823-012-1840	$479.00
30-7823-012-1850	$479.00
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30-7823-012-1880	$479.00
30-7823-012-1890	$479.00
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30-7823-012-2010	$479.00
30-7823-012-2020	$479.00
30-7823-012-2030	$479.00
30-7823-012-2040	$479.00
30-7823-012-2050	$479.00
30-7823-012-2060	$479.00
30-7823-012-2070	$479.00

Acacia Grove CDD

Exhibit B

Folio	Gross O&M
30-7823-012-0850	$479.00
30-7823-012-0860	$479.00
30-7823-012-0870	$479.00
30-7823-012-0880	$479.00
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30-7823-012-0900	$479.00
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30-7823-012-0920	$479.00
30-7823-012-0930	$479.00
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30-7823-012-1060	$479.00
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30-7823-012-1080	$479.00
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30-7823-012-1160	$479.00
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30-7823-012-1180	$479.00
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30-7823-012-1200	$479.00
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30-7823-012-1220	$479.00
30-7823-012-1230	$479.00

Folio	Gross O&M
30-7823-012-2080	$479.00
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30-7823-012-2110	$479.00
30-7823-012-2120	$479.00
30-7823-012-2130	$479.00
30-7823-012-2140	$479.00
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30-7823-012-2160	$479.00
30-7823-012-2170	$479.00
30-7823-012-2180	$479.00
30-7823-012-2190	$479.00
30-7823-012-2200	$479.00
30-7823-012-2210	$479.00
30-7823-012-2220	$479.00
30-7823-012-2230	$479.00
30-7823-012-2240	$479.00
30-7823-012-2250	$479.00
30-7823-012-2260	$479.00
30-7823-012-2270	$479.00
30-7823-012-2280	$479.00
30-7823-012-2290	$479.00
30-7823-012-2300	$479.00
30-7823-012-2310	$479.00
30-7823-012-2320	$479.00
30-7823-012-2330	$479.00
30-7823-012-2340	$479.00
30-7823-012-2350	$479.00
30-7823-012-2360	$479.00
30-7823-012-2370	$479.00
30-7823-012-2380	$479.00
30-7823-012-2390	$479.00
30-7823-012-2400	$479.00
30-7823-012-2410	$479.00
30-7823-012-2420	$479.00
30-7823-012-2430	$479.00
30-7823-012-2440	$479.00
Future Annex Area	$50,774.00

Total $167,650.00

FISCAL YEAR 2027 DEVELOPER FUNDING AGREEMENT

This **FISCAL YEAR 2027 DEVELOPER FUNDING AGREEMENT** ("**Agreement**") is made and entered into this 26th day of June, 2026, by and between:

> **ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, which is situated in the Miami-Dade County, Florida, and whose mailing address is c/o Governmental Management Services – South Florida, 5385 N. Nob Hill Road Sunrise, FL 33351 ("**District**"); and
>
> **LENNAR HOMES, LLC,** a Florida limited liability company, the developer of lands within the boundary of the District, whose mailing address is **5505 Waterford District Drive, Miami, Florida 33126 ("Developer").**

RECITALS

WHEREAS, the District was established for the purposes 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, the District has adopted its annual budget for Fiscal Year 2027 ("**FY 2027 Budget**"), which begins on October 1, 2026 and ends on September 30, 2027, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund the FY 2027 Budget; and

WHEREAS, the Developer has agreed to fund the operating and maintenance expenses prior to receiving O&M Assessments levied to fund the FY 2027 Budget amount subject to the terms of this Agreement.

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:

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Advances**") necessary for the FY 2027 Budget prior to the District's receipt of O&M Assessments as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request as part of the FY 2027 Budget that the Developer

fund the actual expenses of the District. The Developer is not required to fund the total general fund FY 2027 Budget in the event that actual expenses are less than the projected total general fund FY 2027 Budget set forth in **Exhibit A.** The District shall repay the Developer for all funds advanced under this Agreement upon the District's receipt of O&M Assessments sufficient to repay advance.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement among 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.

3. **AUTHORIZATION.** 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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) 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.

6. **ENFORCEMENT.** In the event that any 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 the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** 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.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among 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.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT

____
By: ______________________________
Its: ______________________________

LENNAR HOMES, LLC, a Florida limited liability company

____
By: ______________________________
Its: ______________________________

EXHIBIT A: FY 2027 Budget

Acacia Grove Community Development District
Request for Proposals for Annual Audit Services

The Acacia Grove Community Development District hereby requests proposals for annual financial auditing services. The proposals must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2026, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Miami-Dade County and is approximately 38.57 acres in area. The District currently has an operating budget of approximately $167,650.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes and be qualified to conduct audits in accordance with "Governmental Auditing Standards", as adopted by the Florida Board of Accountancy. The Audit shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include additional qualification requirements, evaluation criteria and instructions to proposers are available from the District's Manager at the address and telephone number listed below.

Proposers must provide (1) electronic copy emailed to **RFP@GMSSF.COM** and one (1) hardcopy of their proposal to Acacia Grove Community Development District, Attn: District Manager, 5385 N Nob Hill Road, Sunrise, Florida 33351, Telephone (954) 721-8681, in an envelope marked on the outside "Auditing Services, Acacia Grove Community Development District." Proposals must be received by 11:00 am. On August 4, 2026, at the offices listed above. Please direct all questions regarding this notice to the Treasurer, Patti Powers at (954) 721-8681.

Patti Powers
Treasurer

ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2026
Miami-Dade County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than 11:00 am, August 4, 2026, at the offices of District Manager, located at 5385 N Nob Hill Road, Sunrise, FL 33351. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances, and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit (1) hardcopy and (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein. Hardcopy shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Acacia Grove Community Development District" on the face of it. Electronic copy shall be emailed to **RFP@gmssf.com**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District, Acacia Grove CDD, has the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA

1. Ability of Personnel. **(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. **(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. ***Understanding of Scope of Work.*** **(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. **(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. **(20 Points)**

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED BY THE OFFICE OF THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE OFFICE OF THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY (**AGREEMENT**), made and entered into this 26 day of May, 2026, by and between the **Acacia Grove Community Development District** (hereinafter referred to as the "**CDD**") and the **PROPERTY APPRAISER OF MIAMI-DADE COUNTY**, (hereinafter referred as the "**Property Appraiser**").

WITNESSETH

WHEREAS, the CDD is an independent special purpose unit of local government that helps plan, finance, construct, operate and maintain infrastructure and services for the benefit of its residents,

WHEREAS, the CDD may finance infrastructure and services by levying ad valorem taxes or non-ad valorem assessments,

WHEREAS, the CDD has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes ("**Exempt Information**"),

WHEREAS, under section 119.071 of the Florida Statutes, "home addresses" includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address,

WHEREAS, the CDD shall only request Exempt Information when there is a statutory or official need for the Exempt Information,

WHEREAS, the CDD shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

NOW, THEREFORE, in consideration of the covenants herein provided, the CDD and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.

2. Before the CDD requests any Exempt Information from the Property Appraiser, the CDD shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the CDD or any of its agents or employees, except as authorized by Florida law.

3. The CDD shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of the CDD and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.

4. When in receipt of Exempt Information from the Property Appraiser, the CDD acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The CDD accepts full responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.

5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the CDD does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the CDD's failure to maintain the Exempt Information in accordance with Florida law.

6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the CDD and the Property Appraiser and shall remain in full force and effect and be binding on the CDD, and any permitted successors or assigns.

7. In the event that the CDD requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the CDD must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the CDD allows the third party to access any Exempt Information. The CDD acknowledges that such assumption by a third party shall not relieve the CDD from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the CDD to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.

8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.

9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the CDD shall destroy all Exempt Information within ten (10) days. The CDD's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.

10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the CDD, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. main, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the CDD and Property Appraiser designate the following as the respective places for notice purposes:

Acacia Grove Community Development District:	5385 N Nob Hill Road, Sunrise, FL 33351; Attn: Jennifer McConnell Jmcconnell@gmssf.com
With a Copy to:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301; Attn: Michael J. Pawelczyk; mjp@bclmr.com
Property Appraiser	Miami-Dade County Office of the Property Appraiser 111 Northwest First Street, Suite 710 Miami, Florida 33128

IN WITNESS WHEREOF, the Acacia Grove Community Development District has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By: DocuSigned by: 63215D558947430... Assistant Secretary

By: DocuSigned by: 94784E94D2FF4EE... Chairperson

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Signed by: Michael J. Pawelczyk
6813FD0CAF6E49D...
CDD Attorney

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

ATTEST:

By: Tomás Regalado
Property Appraiser or Designee

5/26/26
Date

Certificate Of Completion

Envelope Id: 4F67ADC7-3BE4-8707-8089-D99B6811DCC0

Status: Completed

Subject: Complete with Docusign: PA interlocal for exempt information - Rancho Grande CDD.pdf, PA interl...

Source Envelope:

Document Pages: 6	Signatures: 6	Envelope Originator:
Certificate Pages: 2	Initials: 0	Ellen Acosta
AutoNav: Enabled		1001 Bradford Way
EnvelopeId Stamping: Enabled		Kingston, TN 37763
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		eacosta@gmssf.com
		IP Address: 162.199.192.217

Record Tracking

Status: Original 5/19/2026 1:36:34 PM	Holder: Ellen Acosta eacosta@gmssf.com	Location: DocuSign

Signer Events	Signature	Timestamp
Juliana Duque jduque@gmssf.com District Manager - Assistant Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: 63215D558947430... Signature Adoption: Drawn on Device Using IP Address: 172.58.129.130	Sent: 5/19/2026 1:39:01 PM Viewed: 5/19/2026 1:41:44 PM Signed: 5/19/2026 1:42:04 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Michael J. Pawelczyk mjp@bclmr.com Security Level: Email, Account Authentication (None)	Signed by: Michael J. Pawelczyk 6813FD0CAF6E49D... Signature Adoption: Pre-selected Style Using IP Address: 192.110.170.61	Sent: 5/19/2026 1:39:02 PM Viewed: 5/19/2026 2:05:57 PM Signed: 5/19/2026 2:06:43 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Teresa Baluja teresa.baluja@lennar.com VP of Community Management Lennar Homes LLC Security Level: Email, Account Authentication (None)	DocuSigned by: 94784E94D2FF4EE... Signature Adoption: Uploaded Signature Image Using IP Address: 50.223.15.20	Sent: 5/19/2026 1:39:00 PM Viewed: 5/19/2026 1:50:02 PM Signed: 5/19/2026 1:50:25 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2026 1:39:02 PM
Certified Delivered	Security Checked	5/19/2026 1:50:02 PM
Signing Complete	Security Checked	5/19/2026 1:50:25 PM
Completed	Security Checked	5/19/2026 2:06:43 PM

Payment Events	Status	Timestamps

ACQUISITION AGREEMENT

This Acquisition Agreement (the "Agreement") is made and entered into as of this 1 day of April, 2026 (the "Effective Date"), by and between:

ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"); and

LENNAR HOMES, LLC, a Florida limited liability company, the owner and primary developer of lands within the District, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126, and its successors, successors-in-title, and assigns (the "Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. 25-72, enacted by the Board of County Commissioners (the "County Commission") of Miami-Dade County, Florida (the "County") on July 1, 2025 and effective July 11, 2025 (the "Ordinance"), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community located within the boundaries of the District; and

WHEREAS, the Developer is the developer of the 38.57 +/- acres of lands within the District, which lands are situated within the unincorporated area of the County and are more particularly described in the Ordinance, incorporated by reference (the "District Lands"); and

WHEREAS, the lands within the District Lands are owned by the Developer and TPG AG EHC III (LEN) Multi State 2, LLC, a Delaware limited liability company (the "AG Landowner"), which AG Landowner was established for the principal purpose of acquiring and holding real estate, and there have been several residential lots that have been sold to homebuyers; and

WHEREAS, the Developer covenants that pursuant to the Construction Agreement, dated February 25, 2025, by and between the Developer and the AG Landowner, as such Construction Agreement may be amended and supplemented from time to time, 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 direct and special benefit to the District Lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the lands within the District Lands, including, without limitation, stormwater management and control facilities, including, but not limited to, related earthwork, water and wastewater facilities, including any applicable connection fees; public roadway improvements including any applicable mobility fees; and related soft and incidental costs, including professional fees, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer's Report, dated November 21, 2025, prepared by Alvarez Engineers, Inc. (the "Engineer"), as may be further amended or supplemented from time to time (collectively, 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, which Improvements benefit those District Lands, as described in the Engineer's Report; and

WHEREAS, the District proposes to issue its not-to-exceed $17,210,000 Acacia Grove Community Development District Special Assessment Bonds, in one or more series (each, a "Series") (collectively, the "Bonds"), to finance the cost of acquisition of a portion of the Developer's rights or interest in the Project providing a direct and special benefit to the District Lands, pursuant to a Master Trust Indenture and a Supplemental Trust, 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, or a successor trustee approved by the District (the "Trustee"); and

WHEREAS, the District intends to issue its Bonds to finance a portion of the Project; and

WHEREAS, since the Project provides a direct and special benefit to the lands within the District Lands, it is the intent of the parties that this Agreement shall be applicable to the Bonds; 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 and maintain the Project within and benefitting the District Lands; and

WHEREAS, any capitalized terms not otherwise defined in this Agreement shall have the meanings 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 homebuyers); 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 any 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 comprising the Project by the Developer to the District. Subject to the next succeeding sentence, the District agrees to pay the Developer subsequent to the issuance of the Bonds, the amount of net proceeds available from the Bonds issued by the District as total payment for all the Developer's rights or interest in the Project, an amount not to exceed **FOURTEEN MILLION THREE HUNDRED TWENTY-FOUR THOUSAND AND 00/100 ($14,324,000.00) DOLLARS** (the "Project Cost"). The parties acknowledge that this Project Cost will exceed the amount of net proceeds available from the Bonds to be issued by the District, in one or more Series, in connection with the Project. 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 Project Cost or the amount of net proceeds available from the Bonds, whichever is less (the "Purchase Price") deposited into the applicable Acquisition and Construction Account and from monies in the Reserve Account(s) 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 all of the Project. In the event that there are not sufficient funds from the available net proceeds of the Bonds and from available money released from the Reserve Account(s) upon satisfaction of the Release Conditions 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(s) 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 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, the applicable

Indentures relating to each Series of Bonds, 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 Lennar Homes, LLC, unless otherwise directed in writing by Lennar Homes, LLC.

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 (pursuant to Section 3.2 and Section 3.6 below) or Improvements 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 and any real property, if applicable, being conveyed. At least ten (10) days prior to the date of conveyance of any interests in real property pursuant to Section 3.2 and Section 3.6 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. Special Warranty Deed or Quit Claim Deed (each, a "<u>Deed</u>") or Grant of Easement, as provided in the Engineer's Report;

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, 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, and the District shall have free and unencumbered access to such Improvements.

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 convey or have conveyed, at no cost to the District, such other real property interests in District Lands from the Developer in favor of the District as determined to be necessary by District legal counsel and which permit the District to acquire, own, and operate the Project within said District Lands.

4. PAYMENT FOR IMPROVEMENTS, CONNECTION CHARGES AND MOBILITY FEES.

4.1 After receipt by the District of funds from the net proceeds of the Bonds, or a particular Series, and in accordance with the terms of the applicable Indentures relating to 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 not more than the Purchase Price, which 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 Purchase Price is inclusive of any mobility 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 except as provided in Section 4.1.1 below, including the mobility fees and connection charges, by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indentures relating to the Bonds, the resolution or resolutions authorizing the Bonds, and the Engineer's Report. The payment of the 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(s) as a result of satisfaction of the Release Conditions, upon proper requisition as provided by the applicable Indentures relating to the Bonds and upon certification by the Engineer and the Developer in accordance with Section 6 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 for each Series of Bonds, as necessary. To the extent that there are sufficient funds available from the net proceeds of the Bonds, including moneys released from the Reserve Account(s) upon satisfaction of the Release Conditions, 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 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(s) 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(s) 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 Purchase Price for all of the Improvements, and in the event that there are not sufficient funds from the available net proceeds of the Bonds, or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions to pay for Improvements, then, the Purchase Price shall be reduced to equal the amount of remaining funds available from the available net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) 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 real property 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 and District's payment for the same shall be in accordance with the terms of this Agreement and the applicable Indentures relating to the Bonds and with the resolution or resolutions authorizing the

Bonds and the Engineer's Report. Notwithstanding, the parties recognize that the Developer shall not be paid more than the 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 7 of this Agreement or which may be contained in a separate completion agreement to be entered into by the District and the Developer prior to the issuance of the Bonds (the "Completion Agreement"). 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.

4.3 The Developer agrees that water and sewer connection charges and mobility fees, as described in the Engineer's Report are part of the Project. If the Developer pays the connection charges or mobility fees to the applicable governmental authority, it shall be paying them on behalf of the District. To the extent the proceeds of the Series 2026 Bonds are sufficient, the District shall reimburse the Developer from such proceeds if the Developer makes such payments for connection charges or mobility fees. If the Developer is entitled to any mobility fee credits, the Purchase Price for any component of the Project that generated the impact fee credits shall be reduced in like amount.

5. 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.

6. 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 available from the available net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) 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 available net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) 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 7 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.

7. COMPLETION.

7.1 The Developer covenants that it shall cause the Improvements constituting 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. Pursuant to this Agreement and the terms of the Completion Agreement of equal date herewith by and between the District and the Developer, 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 sum of the available net proceeds of the Bonds issued by the District and from moneys from the Reserve Account(s) as result of satisfaction of the Release Conditions, 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.

7.2 The Developer acknowledges that the Project Cost will exceed the amount of net proceeds anticipated to be available from the Bonds issued or to be issued by the District.

7.3 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 upon satisfaction of the Release Conditions.

8. APPLICATION OF THE INDENTURES. 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 applicable

Indentures relating to the Bonds, 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(s) as a result of satisfaction of the Release Conditions.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

16. 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.

17. 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 of such 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 issued or or be issued by the District 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.

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

19. 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 the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

20. 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 homebuyers). 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.

21. 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.

22. 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. In addition, 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.

23. 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.

24. REMEDIES. A default by either party under the 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.

25. 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.

26. 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:	Acacia Grove Community Development District 5385 N. Nob Hill Road Sunrise, Florida 33351 Attention: District Manager
With copy to:	Billing Cochran, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq.
Developer:	Lennar Homes, LLC 5505 Waterford District Drive Miami, Florida 33126 Attn: Carlos Gonzalez, Vice President
With a copy to:	Holland & Knight LLP 515 East Las Olas Boulevard, Suite 1200 Fort Lauderdale, Florida 33301 Attention: Connor Holding, Esq.

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.

ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Nicole M. Agon

Print Name

Camila Hernandez

Print Name

By: ______________________
Teresa Baluja, Chairperson
Board of Supervisors

Attest: ______________________
Juliana Duque, Assistant Secretary

1st day of April, 2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization, this 1 day of April, 2026, by Teresa Baluja, as Chairperson of the Board of Supervisors for **ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**, ~~who is personally known~~ and/or produced ______________________ as identification.

[SEAL]

ADRIANNE E. LAGE
Notary Public-State of Florida
Commission # HH 296468
My Commission Expires
August 16, 2026

Notary Public
Commission: 8-16-2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [X] physical presence or [__] online notarization, this 10th day of APRIL, 2026, by Juliana Duque, as Assistant Secretary of the **ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced ______________________ as identification.

[SEAL]

Notary Public
Commission:

GINGER E. WALD
MY COMMISSION # HH 263024
EXPIRES: June 4, 2026

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:

Nicole M. Agon

Nicole M. Agon
Print Name

____

Teresa Baluja
Print Name

By: ______________________________
Greg McPherson, Vice President

1 day of April, 2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization, this 1 day of April, 2026, by Greg McPherson, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He is personally known to me or has produced ____________________ as identification.

____
Notary Public
Commission:

Exhibit A

Improvements - Project

1. Stormwater Management and Drainage Facilities. All stormwater management and drainage facilities for the Project, including certain earthwork and drainage improvements and facilities for the onsite and offsite roads, as well as for the open space and recreational tracts, consisting of inlets, manholes, pipes, French drains, catch basins, valley inlets, and appurtenant improvements and facilities throughout the development. These stormwater management and drainage facilities are more particularly described in the Engineer's Report, dated November 21, 2025, prepared by Alvarez Engineers, Inc., as may be further amended and supplemented from time to time by the District (collectively, the "Engineer's Report").

2. Sanitary Sewer System. The sanitary sewer system for the Project, as more particularly described in the Engineer's Report, as well as applicable sanitary sewer connection charges for the Project.

3. Water Distribution System and Sanitary Sewer System. The water distribution system for the Project, as more particularly described in the Engineer's Report, as well as applicable water connection charges for the Project.

4. Roadway/Public Right-of-Way Improvements. The roadway improvements for the Project consist of public right-of-way improvements benefitting the District Lands, including onsite entry roads consisting of stabilized subgrades, bases, asphalt pavements, sidewalks, drainage facilities, offsite road improvements consisting of sidewalks, milling and resurfacing of pavement, widening and construction of new roads, as well as applicable mobility fees, all as more particularly described in the Engineer's Report.

3. Conveyance of Interests in Land. Easements for the stormwater management and drainage facilities and fee simple interests in the onsite road rights-of-way, , as identified in Table 1 of the Engineer's Report will be granted at no cost to the District prior to the conveyance of completed infrastructure. Water and Sewer easements may also be granted to the District or directly to the water and sewer utility prior to or at the time of the conveyance of completed infrastructure to the District, and subsequently by the District to the water and sewer utility.

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

CFN: 20260252511 BOOK 35254 PAGE 2319
DATE:04/16/2026 10:45:44 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

RETURN TO:
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

DECLARATION OF CONSENT TO JURISDICTION OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT (IMPOSITION OF SPECIAL ASSESSMENTS AND IMPOSITION OF LIEN OF RECORD)

The undersigned entities, **TPG AG EHC III (LEN) MULTI STATE 2, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, whose address is c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, New York 10167 (the "AG Landowner") and **LENNAR HOMES, LLC**, a Florida limited liability company, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126 (the "Developer"), are the owner and developer (respectively) of those certain lands which are described in Exhibit A attached hereto (the "District Lands") located within the boundaries of the Acacia Grove Community Development District (the "District") in unincorporated Miami-Dade County, Florida. The AG Landowner and the Developer, intending that the AG Landowner, the Developer, and their respective successors, successors-in-title, and assigns shall be legally bound by this Declaration, hereby declare, acknowledge and agree as follows:

1. The District is, and has been at all times, on and after July 11, 2025, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes,* as amended (the "Act"). Without limiting the generality of the foregoing, the AG Landowner and the Developer acknowledge that: (a) the petition filed with the Board of County Commissioners (the "County Commission") of Miami-Dade County, Florida (the "County"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 25-72 enacted July 1, 2025 and effective July 11, 2025, was duly enacted by the County Commission in compliance with all applicable requirements of law; (c) all members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from July 11, 2025.

2. The AG Landowner and the Developer, each on behalf of itself, its successors, successors-in-title, and assigns, hereby confirm and agree that the special assessments (the "Special Assessments") imposed by Resolutions 2026-03, 2026-04, 2026-06, and 2026-07, duly adopted by the Board of Supervisors of the District (the "Board") on November 21, 2025, November 21, 2025, March 20, 2026, and March 20, 2026, respectively (the "Assessment Resolutions"), the Master Special Assessment Methodology Report for Special Assessment Bonds, Acacia Grove Community Development District, dated November 21, 2025, prepared by

Governmental Management Services-South Florida, LLC, as the same may be amended and supplemented from time to time by the District Board of Supervisors in connection with the issuance of the Bonds, as later defined, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all actions necessary to date to levy and impose the Special Assessments, and the Special Assessments are legal, valid and binding first liens upon the District Lands co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles and claims, until paid.

3. The AG Landowner and the Developer, each on behalf of itself and its successors, successors-in-title, and assigns, including homebuyers/end users, hereby confirm and agree that Special Assessments are due and payable on the due date and in the manner established by the District.

4. The AG Landowner and the Developer, each on behalf of itself and its successors, successors-in-title, and assigns, including homebuyers/end users, hereby waive the right granted in Chapter 170.09, *Florida Statutes,* to prepay the Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Special Assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Special Assessments.

5. The AG Landowner and the Developer hereby expressly acknowledge, represent and agree that (i) pursuant to its Resolution 2026-05 adopted by the District Board of Supervisors on November 21, 2025 and a subsequent resolution to be adopted by the District Board of Supervisors fixing the details of the Bonds to be issued, the District intends to issue its not-to-exceed $17,210,000 Acacia Grove Community Development District Special Assessment Bonds, in one or more series (the "Bonds") to finance a portion of the cost of the acquisition and construction of the District's public infrastructure Project, as defined in the Engineer's Report, dated November 21, 2025, prepared by Alvarez Engineers, Inc., as amended and supplemented from time to time; (ii) the Acquisition Agreement, dated April 1, 2026, between the District and the Developer, and the Special Assessments, the Assessment Resolutions, the Completion Agreement, the Collateral Assignment and Assumption of Development Rights, and the terms of this Declaration (collectively, the Financing Documents"), all of which pertain to the District's proposed issuance of the Bonds or securing payment thereof, are or, as the case may be, upon execution by the AG Landowner and/or the Developer, shall be valid and binding obligations enforceable in accordance with their terms; (iii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the Special Assessments or claims of invalidity, deficiency or unenforceability of the Special Assessments and Financing Documents, the Improvements and the benefit thereof to the District Lands, or any portions thereof (and the AG Landowner and the Developer hereby expressly waive any such claims, offsets, defenses or counterclaims); (iv) the AG Landowner and the Developer expressly waive and relinquish any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the AG Landowner's or Developer's default, and agrees that (1) the Special Assessments are not a "tax," and (2) immediate use of remedies in Chapter 170, *Florida Statutes,* is an appropriate and available remedy, notwithstanding the

provisions of Section 190.026, *Florida Statutes*; and (v) the AG Landowner and the Developer expressly waive and relinquish any argument, claim or defense that the AG Landowner or the Developer may have regarding the District's collection of the Special Assessments.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes,* including, without limitation, Section 197.573, *Florida Statutes.* Other information regarding the Special Assessments is available from Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (or any successor District Manager or Collection Agent).

THE DECLARATIONS, ACKNOWLEDGEMENTS, WAIVERS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE AG LANDOWNER, THE DEVELOPER AND ON ALL PERSONS (INCLUDING CORPORATIONS, PARTNERSHIPS, LLCs, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES, WHATEVER FORM) TAKING TITLE TO ALL OR ANY PART OF THE DISTRICT LANDS, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE DISTRICT LANDS IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION. SECTIONS 1, 2, AND 5 ABOVE SHALL NOT BE DEEMED TO BE APPLICABLE TO HOMEBUYERS/END USERS. HOMEBUYERS AND END-USERS ACQUIRING PROPERTY AFTER THE RECORDING OF THIS DECLARATION OF CONSENT ARE BOUND BY THE TERMS OF PARAGRAPH 4 HEREOF. THIS DECLARATION IS INTENDED TO BE A WAIVER AS AGAINST ANY PARTY DEEMED TO HAVE PROVIDED THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED IN THIS DECLARATION AND SUCH PARTIES HEREBY WAIVE ANY DEFENSE AS TO VALIDITY, LEGALITY AND ENFORCEMENT AGAINST SUCH PARTY AS TO THE MATTERS CONTAINED IN THIS DECLARATION.

Effective the 1 day of April, 2026.

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AG LANDOWNER:

TPG AG EHC III (LEN) MULTI STATE 2, LLC, a Delaware limited liability company

By: **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent

By: ______________________
Steven S. Benson, Authorized Signatory

2 day of April, 2026

Witnesses:

____
Print Name Jeanette Lakavage
Address 8585 E Hartford Dr, Ste 118
Scottsdale Az, 85255

____
Print Name Wendy Stoeckel
Address 8585 E Hartford Dr, Ste 118
Scottsdale, Az 85255

STATE OF Arizona }
COUNTY OF Maricopa }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [___] online notarization, this 2 day of April, 2026, by Steven S. Benson, Authorized Signatory of **ESSENTIAL HOUSING ASSET MANAGEMENT, LLC**, an Arizona limited liability company, as Authorized Agent of **TPG AG EHC III (LEN) MULTI STATE 2, LLC**, a Delaware limited liability company, for and on behalf thereof, who is [✓] personally known to me or [___] has produced __________________ as evidence of identification..

____
Notary Public

(SEAL)

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029

Name: Jaime Marie Adams
(type or print)

My Commission Expires: 07-01-2029

DEVELOPER:

LENNAR HOMES, LLC, a Florida limited liability company

By: ______________________
Greg McPherson, Vice President

1 day of April, 2026

Witnesses:

Nicole M Agon
Print Name

Address: 5505 Waterford District Drive
Miami, Florida 33126

Camila Hernandez
Print Name

Address: 5505 Waterford District Drive
Miami, Florida 33126

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [__] online notarization, this 1st day of April, 2026, by Greg McPherson, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He 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 his or her knowledge.

ADRIANNE E. LAGE
Notary Public-State of Florida
Commission # HH 296468
My Commission Expires
August 16, 2026

Notary Public
Commission: 8-16-2026

Exhibit A

DISTRICT LANDS

ACACIA GROVE CDD
LEGAL DESCRIPTION:

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE NORTH 35 FEET AND THE WEST 35 FEET OF SAID TRACT; SAID LAND LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST, MIAMI-DADE COUNTY, FLORIDA; ALSO BEING THE WEST ONE QUARTER (1/4) CORNER OF SAID SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23, NORTH 89°18'22" EAST FOR A DISTANCE OF 1333.19 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23; THE NEXT TWO DESCRIBED COURSES BEING ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23; THENCE SOUTH 00°23'22" EAST FOR 35.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°23'22" EAST FOR 1298.92 FEET TO THE SOUTH EAST CORNER OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 23; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 23, SOUTH 89°30'47" WEST FOR A DISTANCE OF 1293.65 FEET; THENCE RUN ALONG A LINE PARALLEL WITH AND 35.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23, NORTH 00°35'04" WEST FOR A DISTANCE OF 1294.24 FEET TO A POINT; THENCE RUN ALONG A LINE PARALLEL WITH AND 35.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23, NORTH 89°18'22" EAST FOR A DISTANCE 1298.07 FEET TO THE POINT OF BEGINNING.

MEMORANDUM

TO: District Manager

FROM: Billing Cochran, P.A.
District Counsel

DATE: June 11, 2026

RE: 2026 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter [TBD], Laws of Florida (HB 0145). This legislation amends the sovereign-immunity statute to raise liability caps and change tort-claim procedures for government entities. The bill revises Section 768.28, Florida Statutes, increasing the statutory limits on damages recoverable against the state and its agencies/subdivisions (including special districts). For causes of action accruing on or after October 1, 2026, the liability caps increase from $200,000 to $350,000 per person and from $300,000 to $500,000 per incident. The bill also authorizes state agencies and subdivisions to settle claims or judgments in excess of those caps, up to available insurance limits, without requiring a legislative claims bill.

The bill authorizes a state subdivision (e.g. counties, municipalities, special districts including CDDs) to settle a claim or judgment in excess of the statutory cap without requiring a separate legislative claim bill, so long as settlement is within insurance coverage limits. The bill prohibits any insurance policy issued on or after October 1, 2026, from conditioning liability coverage or payment on the later enactment of a legislative claim bill.

In addition, the bill shortens the pre-suit notice period by requiring claimants to present a claim to the appropriate agency within 18 months after accrual of the claim, rather than the current three-year period. It also revises the statute of limitations by requiring most negligence actions against governmental entities to be filed within two (2) years, while maintaining existing limitations periods for medical malpractice, wrongful death, and contribution claims. The bill also reduces the time for an agency or the Department of Financial Services to make a final disposition of a claim before it is deemed denied, from six (6) months to four (4) months.

This law applies directly to CDDs because CDDs are among the “subdivisions” of state government covered by section 768.28, Florida Statutes. As such CDDs may now be subject to higher damage awards for tort claims.

2. Chapter [TBD], Laws of Florida (HB 273). This legislation revises Florida law governing state financial assistance and rural economic development programs to include certain special districts and improve payment processing for eligible rural entities. The bill amends Section 215.971, Florida Statutes to allow state agencies, under certain conditions, to directly facilitate or expedite payment of invoices for counties, municipalities, and qualifying special districts, particularly those located in rural areas or designated rural areas of opportunity. It authorizes agencies to structure agreements so that eligible rural governments and certain special districts, especially those providing water and wastewater services, receive faster payment processing for verified, completed work. The intent is to reduce financial strain and cash flow challenges that rural entities often face when administering state-funded projects, while preserving existing legal and regulatory requirements. The legislation also amends Section 288.0656, Florida Statutes to expand the definition of "rural community" to explicitly include independent special districts that provide water and wastewater services within rural areas of opportunity. This expansion makes those districts eligible for rural economic development support programs and related state assistance. The act takes effect July 1, 2026.

This legislation applies CDDs in a limited and conditional way, depending on the type of CDD and the services it provides. CDDs that are involved in state-funded infrastructure projects, such as water, wastewater, drainage, or utility improvements, may benefit from the amendment to Section 215.971, Florida Statutes. If a CDD is acting as a recipient or sub recipient of state financial assistance, the law allows state agencies to structure agreements so that invoices can be processed and paid more quickly for verified work. This can improve cash flow for CDDs building infrastructure, particularly smaller or rural CDDs that rely on this type of reimbursement funding. Second, the bill's expansion of the definition of "rural community" under Section 288.0656, Florida Statutes generally does not directly include most CDDs, because eligibility is tied primarily to counties, municipalities, and independent special districts providing water and wastewater services in rural areas of opportunity. A typical CDD would only benefit if it meets those narrow conditions, meaning it operates in a qualifying rural area and functions in a way that aligns with the statutory definition (or is structured similarly to an independent utility-focused district).

3. Chapter [TBD], Laws of Florida (HB 0655). This legislation creates a new exemption under Florida law (Section 70.90, Florida Statutes) that allows agencies to hold closed attorney-client meetings during the 90-day notice period for claims brought under the Bert J. Harris, Jr., Private Property Rights Protection Act. These closed meetings are limited to discussions between the agency and its attorney for purposes of settlement strategy or negotiation of private property rights claims. While the meetings are exempt from Florida's Sunshine Law, they must still be recorded by a certified court reporter, fully transcribed, and later released as a public record once the claim is resolved or the statute of limitations expires if no settlement or litigation occurs.

The law also creates a temporary public records exemption for the transcripts, recordings, minutes, and related materials generated during these closed sessions, ensuring confidentiality during active negotiations. However, this exemption is not permanent; it is subject to future legislative review and sunsets in 2031 unless reenacted. The act takes effect July 1, 2026.

The law allows a CDD Board of Supervisors to hold closed attorney-client sessions when the CDD is facing a pre-suit claim under the Bert J. Harris, Jr., Private Property Rights Protection Act regarding topics such as land use impacts, infrastructure construction, easement disputes, and development-related claims that can trigger property rights assertions under the Bert Harris Act.

During these closed sessions, the CDD can privately discuss settlement strategy with its attorney without public disclosure of sensitive legal positions. However, the exemption is narrow and procedural. The CDD must still provide public notice of the meeting, the session must begin and end in an open meeting, and a certified court reporter must record everything discussed. Although the discussion is confidential at the time, the transcript becomes a public record once the claim is resolved or the statutory timeframe expires if no settlement or lawsuit is filed.

4. Chapter 2026-115, Laws of Florida (HB 1085). This legislation creates the Local Government Cybersecurity Protection Program within the Florida Digital Service to assist local governments in strengthening cybersecurity defenses, particularly against threats such as ransomware. It establishes a statewide grant and procurement program that allows eligible local governments to access cybersecurity-related information technology commodities and services through contracts managed by the Florida Digital Service, with a preference for fiscally constrained counties. The program also requires data-sharing agreements between the state and participating local governments to support threat detection, prevention, and incident response.

Local governments may either apply for grants or independently purchase cybersecurity services through state-negotiated contracts, though the local government remains responsible for any associated costs. The law further requires annual reporting to the Governor and Legislature on program participation, funding, and outcomes, ensuring oversight and transparency. The program is set to operate through 2031 unless reenacted. The act takes effect July 1, 2026.

This law applies to CDDs because CDDs are local governments for many operational purposes, including infrastructure, procurement, and administrative functions, and therefore fall within the category of eligible participants under the Local Government Cybersecurity Protection Program. CDDs would be able to access state-negotiated cybersecurity contracts and services through the Florida Digital Service to improve protection of district systems. Even if a CDD does not apply for a cybersecurity grant, it may still purchase cybersecurity commodities and services through the state contracts, which could help reduce costs and improve security standards. However, participation is optional rather than mandatory, and CDDs remain responsible for all costs associated with any purchases or services obtained under the program.

5. Chapter [TBD], Laws of Florida (SB 1180). This legislation makes several targeted but significant changes to the law governing CDDs under Chapter 190, Florida Statutes, with the most important impact being the creation of a formal recall process for elected board members. The bill's primary feature is the creation of a new statutory section establishing a detailed procedure that allows qualified electors within a CDD to remove elected members of the board of supervisors through a recall process. The law limits recall to specific grounds such as malfeasance, misfeasance, neglect of duty, incompetence, drunkenness, permanent inability to perform duties, or conviction of certain felonies. It sets out a structured, multi-step process that begins with a petition signed by at least 10 percent of eligible voters, followed by verification of signatures, the preparation of a formal record of recall proceedings, and then a second petition requiring 15 percent of electors to trigger a recall referendum. If the referendum proceeds, a majority vote determines whether the board member is removed from office, and any resulting vacancy is filled according to existing statutory procedures. The legislation also imposes campaign finance requirements on recall efforts, establishes timelines, governs petition form and verification, allows limited withdrawal of signatures, and creates penalties for fraud or misconduct in the petition process. In addition to the recall framework, the bill clarifies that CDD board members elected by residents are subject to recall, aligning CDD governance more closely with other forms of local government accountability. It also provides that individuals removed by recall, or who resign after a recall petition is filed, are ineligible for reappointment to the board for two years.

The legislation further revises the definition of “compact, urban, mixed-use district” under Section 190.003, Florida Statutes. The revised definition applies to districts consisting of a maximum of 75 acres located within a municipality and within either a qualified opportunity zone or a community redevelopment area. The amendment clarifies qualifying development thresholds by providing that such districts must include either at least 400,000 square feet of retail development and 500 residential units, or at least 250,000 square feet of commercial development and 500 affordable residential rental units for very-low-income, low-income, or moderate-income persons. This revision is significant for developers because it affects eligibility and structuring considerations for the creation of certain community development districts.

The legislation clarifies that restrictions on local regulation of synthetic turf do not prevent a CDD from enforcing private deed restrictions, preserving a CDD’s ability to uphold community standards through covenants. The act takes effect July 1, 2026.

This law applies directly to CDDs because it creates, for the first time, a formal statutory process that allows residents to recall elected members of a CDD board of supervisors. It introduces clear procedures, thresholds, and legal standards for removal, thereby increasing accountability of board members to district electors. The law also clarifies that CDDs may continue enforcing deed restrictions despite broader limits on local regulation of synthetic turf and updates certain statutory definitions affecting district formation and development. Overall, the most significant impact is the shift toward greater resident oversight and governance accountability within CDDs.

5. Chapter 2026-3, Laws of Florida (SB 290). This legislation revises multiple areas of state law, with a primary focus on agriculture, public safety, contractor regulation, and consumer protection. A significant component of the legislation strengthens contractor and vendor accountability by requiring contractors to pay subcontractors and suppliers within 45 days of receiving payment, or in accordance with contractual terms, and authorizing disciplinary action for noncompliance. Additionally, vendors that default on contracts, fail to pay subcontractors, or demonstrate repeated poor performance may be suspended or barred from public contracting for up to five years.

The bill further clarifies and reinforces how public entities may lawfully spend funds and administer contracts for public purposes. The legislation affirms that public funds may be used for core governmental infrastructure and improvements, such as public buildings, emergency shelters, affordable housing, and energy efficiency projects, thereby helping to define the scope of permissible capital projects and expenditures. At the same time, it places limitations on the use of public funds for certain privately owned facilities, reinforcing the principle that expenditures must primarily serve a valid public purpose rather than confer a disproportionate private benefit. The act takes effect July 1, 2026.

This law applies directly to CDDs because CDDs function as local units of special-purpose government that procure services, manage infrastructure, and enter into public contracts. Since a CDD regularly contracts for construction, maintenance, and infrastructure improvements, the new requirement that contractors timely pay subcontractors and suppliers directly affects how a CDD administers its contracts. In addition, the provisions allowing suspension or disqualification of nonperforming vendors from public contracting are relevant to CDD procurement practices, especially where the district adopts or mirrors state purchasing standards. CDDs routinely finance and construct infrastructure such as roadways, utilities, stormwater systems, and public facilities. Clarifications regarding allowable public expenditures, such as for government buildings, emergency shelters, and infrastructure, help define the scope of permissible CDD projects and may influence how CDDs' structure future capital plans and bond-funded improvements.

Portions of the bill related to consumer protection and fraud prevention, including prohibitions on misrepresentation (such as impersonating officials), have indirect relevance. CDDs and District Management interact with residents, property owners, and contractors, so these provisions reinforce broader legal standards around transparency, proper representation, and avoidance of deceptive practices in district operations.

6. Chapter 2026-7, Laws of Florida (HB 399). This legislation is a comprehensive land use and development reform measure that primarily limits local government discretion in permitting, zoning, and development regulation while promoting consistency, affordability, and predictability in the development process. A central component of the legislation requires that application fees for development permits and orders imposed by counties and municipalities must be directly tied to the actual costs of reviewing and processing applications, must be publicly listed, and may not be based on construction value or project cost, thereby preventing fee structures that scale with development size rather than administrative expense. The act takes effect upon becoming law.

Even though CDDs do not exercise zoning or land use regulatory authority, the law applies to CDDs as infrastructure and service providers within the framework established by counties and municipalities. As a result, the bill's restrictions on local governments, particularly those related to development permitting, zoning, and land development regulations, will shape the regulatory environment in which CDDs plan, finance, and construct infrastructure.

The provisions limiting development application fees to actual administrative costs may reduce overall project costs for developments within CDD boundaries, which can influence the scope and timing of infrastructure financed by the CDD, including roads, utilities, and stormwater systems. Similarly, the requirement for more objective and clearly defined compatibility standards, along with limits on discretionary denials, may create a more predictable entitlement process, allowing CDDs to better coordinate infrastructure planning with approved development timelines and reduce delays that can affect bond issuances or capital improvement programs.

Although Chapter 2026-7 does not directly regulate CDD powers or governance, it significantly affects the local government land use framework that CDDs rely on, thereby affecting development timing, infrastructure planning, financing, and overall project feasibility within district boundaries.

7. Chapter [TBD], Laws of Florida (HB 967). This legislation establishes a clear legislative intent that local governments must accept electronic forms of payment, including credit cards, debit cards, charge cards, and electronic funds transfers, and specifically requires units of local government to offer online payment options. This applies broadly to counties, municipalities, special districts, and other local government entities, as well as constitutional officers such as clerks of court and tax collectors, unless another form of payment is required by law.

The legislation also preserves existing authority allowing local governments to pass along processing fees to users who choose electronic payment methods and confirms that governments are not liable for verifying card validity or available funds when processing such transactions. Importantly, it mandates that if a local government accepts electronic payments, it must also maintain an online system for doing so, reinforcing a statewide push toward digital accessibility and standardized payment options.

This legislation requires CDDs that collect any type of payment, such as fees, user charges, amenity payments, permit-related charges, or other CDD revenues, to offer electronic payment options, including credit cards, debit cards, and electronic funds transfers. It also specifically requires that if a CDD accepts electronic payments at all, it must maintain a system for accepting those payments online, which may require updates to CDD websites, billing platforms, or third-party payment processors. The legislation also allows CDDs to continue passing through processing fees associated with electronic payments (such as credit card convenience fees), and it preserves their ability to require verification of payment validity and sufficient funds. However, it removes discretion in practice by making online payment capability a mandatory feature for any CDD that accepts electronic payments in any form.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: http://laws.flrules.org/.

ACACIA GROVE CDD

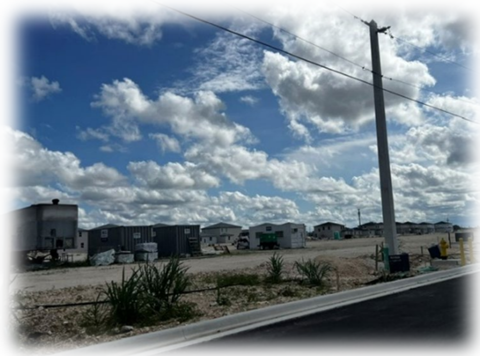
Lime Grove

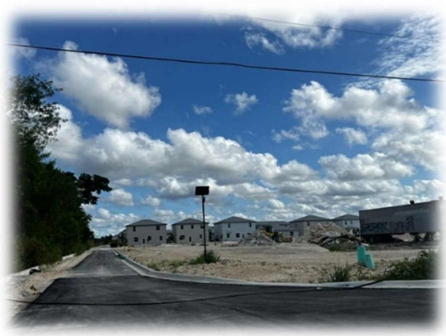
JUNE 26, 2026

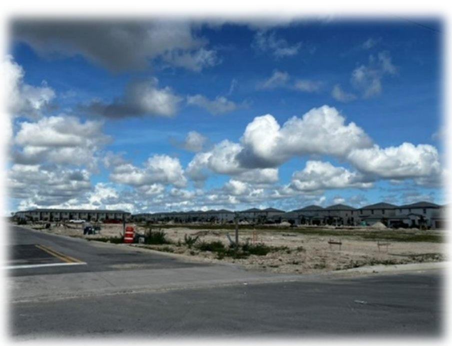
Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

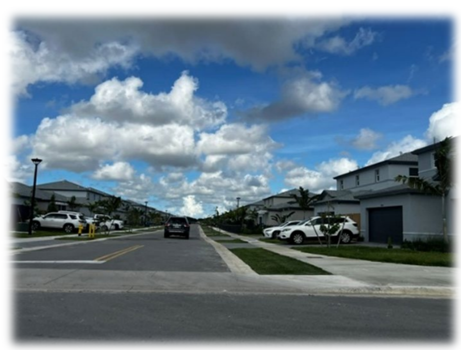
Juliana Duque
District Manager
jduque@gmssf.com

ACACIA GROVE CDD









Governmental Management Services- South Florida, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351

BOARD OF SUPERVISORS MEETING DATES
***ACACIA GROVE* COMMUNITY DEVELOPMENT DISTRICT**
FISCAL YEAR 2026/2027

The Board of Supervisors of the *Acacia Grove* Community Development District will hold their regular meetings for the Fiscal Year 2026/2027 at 11:15 a.m. at the offices of Lennar Homes, 5505 Waterford District Drive, Miami, Florida 33126, on the third Friday of each month as follows:

October 16, 2026
November 20, 2026
December 18, 2026
January 15, 2027
February 19, 2027
March 19, 2027
April 16, 2027
May 21, 2027
June 18, 2027
July 16, 2027
August 20, 2027
September 17, 2027

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 Governmental Management Services, LLC, 5385 North Nob Hill Road, Sunrise, Florida 33351, (954) 721-8681, or on the District's website at ***acaciagrovecdd.com***

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 (904) 940-5850 at least three (3) business days 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.

Juliana Duque
Manager

Public Search Results

In the search results grid, organization names are linked to coordinator contact information. The links display the relevant contact information. The coordinator is the person who is responsible for adding/removing individuals from the filer list.

When a form is logged, the status will contain the date received and the message "Form Available Soon". When the Form becomes available online, the Filing Requirement Fulfilled status will have a link to "View Form" for electronic forms and (not available online) for any paper forms.

Section 112.31445, Florida Statutes, requires that all forms filed in the Electronic Financial Disclosure Management System (EFDMS) be posted online. Before being posted online, any information required by law to be maintained as confidential must be redacted. This process is not automated and may take up to five business days.

Export to Excel

Suborganization: Board of Supervisors

Sort by: PID Form Year Filer Name Filing Requirement

PID	FORM YEAR	NAME	ORGANIZATION(S)	FILING REQUIREMENT	FILING REQUIREMENT FULFILLED	FILINGS
222343	2025	Teresa Baluja	• Acacia Grove Community Development District - Board of Supervisors • Bauer Drive Community Development District - Board of Supervisors • Biscayne Drive Estates Community Development District - Board of Supervisors • Black Creek Community Development District - Board of Supervisors • Campo Bello Community Development District - Board of Supervisors • Century Park Square Community Development District - Board of Supervisors • East Palm Drive Community Development District - Board of Supervisors • Epmore Community Development District - Board of Supervisors • Eureka Grove Community Development District - Board of Supervisors • Kingman Gate Community Development District - Board of Supervisors • Los Cayos Community Development District - Board of Supervisors • Newton Road Community Development District - Board of Supervisors • Palm Gate Community Development District - Board of Supervisors • Pine Isle Community Development District - Board of Supervisors • Princeton Commons Community Development District - Board of Supervisors • Quail Roost Community Development District - Board of Supervisors • Rancho Grande Community Development District - Board of Supervisors • San Simeon Community Development District - Board of Supervisors • Sedona Point Community Development District - Board of Supervisors • Siena North Community Development District - Board of Supervisors • Silver Palms West Community Development District - Board of Supervisors	Form 1 with COE	Form 1 - 6/1/2026	View Filings
319029	2025	Adam Glantz	• Acacia Grove Community Development District - Board of Supervisors	Form 1 with COE	Form 1 Not Filed	View Filings
259767	2025	Raisa Krause	• Acacia Grove Community Development District - Board of Supervisors • Bauer Drive Community Development District - Board of Supervisors • Black Creek Community Development District - Board of Supervisors • Epmore Community Development District - Board of Supervisors • Eureka Grove Community Development District - Board of Supervisors • Kingman Gate Community Development District - Board of Supervisors	Form 1 with COE	Form 1 - 6/18/2026	View Filings

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1

PID	FORM YEAR	NAME	ORGANIZATION(S)	FILING REQUIREMENT	FILING REQUIREMENT FULFILLED	FILINGS
			• Los Cayos Community Development District - Board of Supervisors • Newton Road Community Development District - Board of Supervisors • Pine Isle Community Development District - Board of Supervisors • Princeton Commons Community Development District - Board of Supervisors • Quail Roost Community Development District - Board of Supervisors • San Simeon Community Development District - Board of Supervisors • Sedona Point Community Development District - Board of Supervisors • Siena North Community Development District - Board of Supervisors • Silver Palms West Community Development District - Board of Supervisors			
280466	2025	Vanessa Perez	• Acacia Grove Community Development District - Board of Supervisors • Bauer Drive Community Development District - Board of Supervisors • Biscayne Drive Estates Community Development District - Board of Supervisors • Black Creek Community Development District - Board of Supervisors • Campo Bello Community Development District - Board of Supervisors • East Palm Drive Community Development District - Board of Supervisors • Epmore Community Development District - Board of Supervisors • Eureka Grove Community Development District - Board of Supervisors • Kingman Gate Community Development District - Board of Supervisors • Los Cayos Community Development District - Board of Supervisors • Newton Road Community Development District - Board of Supervisors • Palm Gate Community Development District - Board of Supervisors • Pine Isle Community Development District - Board of Supervisors • Princeton Commons Community Development District - Board of Supervisors • Quail Roost Community Development District - Board of Supervisors • Rancho Grande Community Development District - Board of Supervisors • San Simeon Community Development District - Board of Supervisors • Sedona Point Community Development District - Board of Supervisors • Siena North Community Development District - Board of Supervisors	Form 1 with COE	Form 1 - 6/4/2026	View Filings
299519	2025	Marc Szasz	• Acacia Grove Community Development District - Board of Supervisors • Bauer Drive Community Development District - Board of Supervisors • Biscayne Drive Estates Community Development District - Board of Supervisors • Black Creek Community Development District - Board of Supervisors • Century Park Square Community Development District - Board of Supervisors • East Palm Drive Community Development District - Board of Supervisors • Epmore Community Development District - Board of Supervisors • Eureka Grove Community Development District - Board of Supervisors • Kingman Gate Community Development District - Board of Supervisors • Los Cayos Community Development District - Board of Supervisors • MainStreet at Coconut Creek Community Development District - Board of Supervisors • Newton Road Community Development District - Board of Supervisors • Palm Gate Community Development District - Board of Supervisors • Pine Isle Community Development District - Board of Supervisors • Princeton Commons Community Development District - Board of Supervisors • Rancho Grande Community Development District - Board of Supervisors	Form 1 with COE	Form 1 - 6/8/2026	View Filings

PID	FORM YEAR	NAME	ORGANIZATION(S)	FILING REQUIREMENT	FILING REQUIREMENT FULFILLED	FILINGS
			• San Simeon Community Development District - Board of Supervisors • Sedona Point Community Development District - Board of Supervisors • Siena North Community Development District - Board of Supervisors			

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Back

Alina Garcia
Supervisor of Elections

2700 NW 87th Ave
Miami, FL 33172

T 305-499-VOTE(8683)
F 305-499-8501
TTY 305-499-8480

votemiamidade.gov
@votemiamidade

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Alina Garcia, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that **Acacia Grove Community Development District**, as described in the attached **MAP**, has **20** voters.

Alina Garcia
Supervisor of Elections

WITNESS MY HAND AND OFFICIAL SEAL, AT MIAMI, MIAMI-DADE COUNTY, FLORIDA, ON THIS 29th DAY OF APRIL, 2026

Please submit a check for $60.00 to our office payable to "Miami-Dade County Office of the Supervisor of Elections" for the cost of certifying the number of registered voters.

Acacia Grove

Community Development District

BILL TO: **Lennar Homes**
5505 Waterford District, 5th Floor
Miami, FL 33126

May 26, 2026
Funding Request #9

	PAYEE		GENERAL FUND
1	**Billing, Cochran PA**		
	Inv# 198003 - General Counsel (Mar 26)	$	1,890.00
	Inv# 198471 - General Counsel (Apr 26)	$	1,740.00
2	**Egis Insurance Advisors**		
	Inv# 32352 - Insurance FY2026	$	2,055.00
3	**GMS-South Florida, LLC**		
	Inv# 10- Management Fees & Expenses (May 26)	$	3,000.00
	TOTAL	**$**	**8,685.00**

Please make check payable to:

Acacia Grove Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

Acacia Grove

Community Development District

BILL TO: **Lennar Homes**
5505 Waterford District, 5th Floor
Miami, FL 33126

June 26, 2026
Funding Request #10

	PAYEE		GENERAL FUND
1	**Billing, Cochran PA**		
	Inv# 198939 - General Counsel (May26)	$	1,110.00
2	**GMS-South Florida, LLC**		
	Inv# 11- Management Fees & Expenses (Jun 26)	$	3,000.00
	TOTAL	**$**	**4,110.00**

Please make check payable to:

Acacia Grove Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

Acacia Grove

Community Development District

Unaudited Financial Reporting

May 31, 2026

Table of Contents

Acacia Grove

Community Development District

Combined Balance Sheet

May 31, 2026

		General Fund
Assets:		
Cash:		
Operating Account	$	5,900
Due from Developer		-
Due from General Fund		-
Prepaid Expenses		-
Deposits		-
Total Assets	**$**	**5,900**
Liabilities:		
Accounts Payable	$	38,145
Due to Debt Service		-
Total Liabilites	**$**	**38,145**
Fund Balance:		
Nonspendable:		
Prepaid Items	$	-
Deposits		-
Unassigned		(32,245)
Total Fund Balances	**$**	**(32,245)**
Total Liabilities & Fund Balance	$	5,900

Acacia Grove

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues:				
Developer Contributions	$ 116,876	$ 20,496	$ 23,935	$ 3,439
Interest	-	-	-	-
Total Revenues	**$ 116,876**	**$ 20,496**	**$ 23,935**	**$ 3,439**
Expenditures:				
General & Administrative:				
Engineering	$ 5,000	$ 3,333	$ 496	$ 2,837
Attorney	1,000	667	11,863	(11,196)
Annual Audit	6,000	-	-	-
Assessment Administration	2,000	-	-	-
Arbitrage Rebate	550	-	-	-
Dissemination Agent	1,200	-	-	-
Trustee Fees	5,000	-	-	-
Management Fees	35,000	23,333	23,333	(0)
Website Maintenance	1,000	667	667	0
Postage & Delivery	250	167	-	167
Insurance General Liability	5,500	5,500	2,055	3,445
Printing & Binding	250	-	5	(5)
Legal Advertising	5,000	3,333	17,432	(14,098)
Other Current Charges	600	400	-	400
Office Supplies	50	34	80	(46)
Dues, Licenses & Subscriptions	175	117	250	(133)
Contingency	50	34	-	34
Total General & Administrative	**$ 68,626**	**$ 37,584**	**$ 56,179**	**$ (18,595)**
Operations & Maintenance				
Field Expenditures				
Drainage System	$ 12,000	$ 8,000	$ -	$ 8,000
Landscape Maintenance	18,000	12,000	-	12,000
Street Lights	9,250	6,167	-	6,167
Subtotal Field Expenditures	**$ 39,250**	**$ 26,167**	**$ -**	**$ 26,167**
Total Operations & Maintenance	**$ 39,250**	**$ 26,167**	**$ -**	**$ 26,167**
Total Expenditures	**$ 107,876**	**$ 63,751**	**$ 56,179**	**$ 7,571**
Excess (Deficiency) of Revenues over Expenditures	$ 9,000	$ (43,255)	$ (32,245)	$ 11,010
Net Change in Fund Balance	**$ 9,000**	**$ (43,255)**	**$ (32,245)**	**$ 11,010**
Fund Balance - Beginning	$ -		$ -	
Fund Balance - Ending	**$ 9,000**		**$ (32,245)**	

Acacia Grove

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	$ -	$ -	$ -	$ -	$ -	$ 23,935	$ -	$ -	$ -	$ -	$ -	$ -	$ 23,935
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 23,935**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 23,935**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	496	-	-	-	-	-	-	-	-	-	496
Attorney	2,115	2,490	1,650	1,478	500	1,890	1,740	-	-	-	-	-	11,863
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	-	-	-	-	23,333
Website Maintenance	83	83	83	83	83	83	83	83	-	-	-	-	667
Postage & Delivery	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability	-	-	-	-	-	-	-	2,055	-	-	-	-	2,055
Printing & Binding	-	-	-	-	-	-	5	-	-	-	-	-	5
Legal Advertising	-	1,260	5,836	1,858	812	7,667	-	-	-	-	-	-	17,432
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	-	80	-	-	-	-	-	-	-	-	-	-	80
Dues, Licenses & Subscriptions	-	250	-	-	-	-	-	-	-	-	-	-	250
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total General & Administrative	**$ 5,115**	**$ 7,079**	**$ 10,982**	**$ 6,335**	**$ 4,312**	**$ 12,557**	**$ 4,745**	**$ 5,055**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 56,179**
Operations & Maintenance													
Field Expenditures													
Drainage System	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations & Maintenance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Expenditures	**$ 5,115**	**$ 7,079**	**$ 10,982**	**$ 6,335**	**$ 4,312**	**$ 12,557**	**$ 4,745**	**$ 5,055**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 56,179**
Excess (Deficiency) of Revenues over Expenditures	$ (5,115)	$ (7,079)	$ (10,982)	$ (6,335)	$ (4,312)	$ 11,378	$ (4,745)	$ (5,055)	$ -	$ -	$ -	$ -	$ (32,245)
Net Change in Fund Balance	**$ (5,115)**	**$ (7,079)**	**$ (10,982)**	**$ (6,335)**	**$ (4,312)**	**$ 11,378**	**$ (4,745)**	**$ (5,055)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (32,245)**