

Finley Woods Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; 407-723-5900

<http://finleywoodscdd.com/>

The following is the proposed agenda for the Board of Supervisors Meeting for the Finley Woods Community Development District, scheduled to be held **Tuesday, June 6, 2023 at 1:30 p.m. at the Offices of Tommy Williams Homes located at 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608**. The attendance of three Board Members is required to constitute a quorum. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at gaarlandtj@pfm.com or (407) 723-5900.

To attend the meetings by phone, please use the below conference call information:

Phone: **1-844-621-3956**

Access Code: **790 393 986 #**

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any member of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of Minutes of the May 2, 2023 Board of Supervisors' Meeting**
- 2. **Review of Letter from the Supervisor of Elections, Alachua County**

Business Matters

3. **Consideration of Resolution 2023-02, Amending Resolution 2023-01 Approving an Amended Proposed Budget for Fiscal Year 2023/2024; Declaring Special Assessments; Setting Public Hearings *[suggested date: August 1, 2023]***
4. **Consideration of Direct Collect Agreement Between the District and WWB Real Estate Investments, LLC**
5. **Consideration of Fiscal Year 2023/2024 Budget Funding Agreement**
6. **Consideration of Funding Request No. 57**
7. **Review of Monthly Financials**

Other Business

Staff Reports

District Counsel
District Engineer
District Manager

Supervisor Requests and Audience Comments
Adjournment



**Finley Woods
Community Development District**

Minutes

MINUTES OF MEETING

FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS MEETING

Tuesday, May 2, 2023, at 1:30 p.m.

Offices of Tommy Williams Homes located at 2563 SW 87th Drive, Suite 10, Gainesville, FL 32608

Board Members present at roll call:

Ginney Patterson	Chair
Hank Taylor	Vice-Chair
Tripp Norfleet	Assistant Secretary

Also Present:

Jane Gaarlandt	PFM Group Consulting LLC	
Rick Montejano	PFM Group Consulting LLC	(via phone)
Michelle Rigoni	Kutak Rock	(via phone)
Ginger Bigbie	Resident	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Gaarlandt called the Board of Supervisors Meeting to order at 1:34 p.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Bigbie asked that the assessments be lowered for FY 2024.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the August 18, 2022 Board of Supervisors' Meeting

The Board reviewed the minutes.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board of Supervisors for the Finley Woods Community Development District approved the Minutes of the August 18, 2022, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Review of Letter from the Supervisor
of Elections, Alachua County
(provided under separate cover)**

Ms. Gaarlandt stated that they have not yet received the letter from the Supervisor of Elections and that this item will be brought back at the next meeting.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-01,
Approving the FY2024 Proposed
Budget and Setting Public Hearing
Date on the Adoption Thereon
[suggested date: August 1, 2023]**

Ms. Gaarlandt mentioned that there have been some minor adjustments to some line items for the FY 2024 budget. Ms. Bigbie had a question regarding the budget for lawncare maintenance. Ms. Rigoni addressed the questions.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board approved Resolution 2023-01, Approving the FY2024 Proposed Budget and Setting a Public Hearing Date for August 1, 2023 at 1:30 p.m. at the current location.

SIXTH ORDER OF BUSINESS

**Consideration of Funding Request
Nos. 45 - 56**

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board approved Funding Request Nos. 45 - 56.

SEVENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the Monthly Financials. No action by the Board was required.

EIGHTH ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – Ms. Gaarlandt reminded the Board to submit their Form 1 by July 1st.

NINTH ORDER OF BUSINESS

Supervisors Request and Audience Comments

Ms. Bigbie had some comments about the assessments and asked that they not be raised due to the assessments that residents already pay for the HOA, and also asked when the amenity center will be constructed. Ms. Patterson responded.

TENTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

On MOTION by Ms. Patterson, seconded by Mr. Taylor, with all in favor, the Board adjourned the Tuesday, May 2, 2023, Board of Supervisors' Meeting for the Finley Woods Community Development District.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**Finley Woods
Community Development District**

Letter from the Supervisor of Elections



April 20, 2023

Jane Gaarlandt
Senior District Manager
Finley Woods Community Development District
12051 Corporate Blvd
Orlando, FL 32817

Dear Ms. Hanna,

We received your letter requesting information regarding the number of registered voters within the boundaries of the Finley Woods Community Development District.

As of April 15, 2023 there were 69 voters registered in the Finley Woods Community Development District.

If you have any questions or need additional information, please give me a call.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Kim A. Barton', is written over the typed name.

Kim A. Barton
Supervisor of Elections
Alachua County

**Finley Woods
Community Development District**

Resolution 2023-02

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2023-01 APPROVING AN AMENDED PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Finley Woods Community Development District ("**District**") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on May 2, 2023, at a duly noticed public meeting, the District's Board of Supervisors ("**Board**") adopted Resolution 2023-01, approving the proposed budget for Fiscal Year 2023/2024 ("**Proposed Budget**"), and setting a public hearing on the Proposed Budget for August 1, 2023, at 1:30 p.m., at the Offices of Tommy Williams Homes, 2563 SW 87th Drive, Suite 10, Gainesville, Florida 32608; and

WHEREAS, on June 6, 2023, the Board considered and approved an amended Proposed Budget to reflect changes in the District's anticipated revenue sources ("**Amended Proposed Budget**"), as reflected in the Amended Proposed Budget, attached hereto as **Exhibit A**, which Amended Proposed Budget will be funded by levy of special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* ("**Assessments**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AMENDED PROPOSED BUDGET. Resolution 2023-01 is hereby amended to reflect the approval of the Amended Proposed Budget for Fiscal Year 2023/2024.

SECTION 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill

issued by the District in November of 2022, pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

SECTION 3. RESOLUTION 2023-01 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2023-01 continue in full force and effect, including but not limited to the public hearing date, time and location set therein.

SECTION 4. 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 5. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Amended Proposed Budget to the City of Gainesville and Alachua County immediately upon approval of this Resolution as a supplement to the Proposed Budget which was submitted at least sixty (60) days prior to the public hearing date for adoption of the same.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 6th day of June 2023.

ATTEST:

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Proposed Budget for Fiscal Year 2023/2024

Exhibit A

Amended Proposed Budget for Fiscal Year 2023/2024

Finley Woods CDD
FY 2024 Proposed O&M Budget

	Year To Date				
	Actual through 3/31/23	Anticipated Apr- Sep	Anticipated FY23 Totals	FY2023 Adopted Budget	FY2024 Proposed Budget
<u>Revenues</u>					
On-Roll Assessments	\$ 9,598.64	\$ -	\$9,598.64	\$ 9,588.00	\$ 35,005.60
Off-Roll Assessments	-	22,292.10	\$22,292.10	22,292.10	18,799.67
Other Revenue	9.60	-	\$9.60	-	-
Developer Contributions	20,020.92	114,372.40	47,758.37	115,219.90	93,294.73
Net Revenues	\$29,629.16	\$136,664.50	\$79,658.71	\$147,100.00	\$147,100.00
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ -	\$ 200.00	\$200.00	\$ -	\$ 1,200.00
D&O Insurance	2,629.00	-	2,629.00	3,105.00	3,240.00
Trustee Services	1,679.69	2,720.31	4,400.00	4,400.00	4,400.00
Management	11,250.00	11,250.00	22,500.00	22,500.00	22,500.00
Engineering	-	5,000.00	5,000.00	10,000.00	10,000.00
Disclosure	1,250.00	2,500.00	3,750.00	5,000.00	5,000.00
District Counsel	711.00	12,500.00	13,211.00	25,000.00	25,000.00
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00
Reamortization Schedule	-	250.00	250.00	250.00	250.00
Audit	-	3,475.00	3,475.00	3,475.00	3,475.00
Postage & Shipping	3.09	41.67	44.76	250.00	250.00
Copies	-	41.67	41.67	250.00	250.00
Legal Advertising	624.84	3,075.16	3,700.00	3,700.00	3,565.00
Bank Fees	150.00	-	-	-	-
Miscellaneous	-	1,050.00	1,050.00	2,100.00	1,500.00
Office Supplies	-	41.67	41.67	250.00	250.00
Web Site Maintenance	540.00	2,280.00	2,820.00	2,820.00	2,820.00
Dues, Licenses, and Fees	175.00	-	175.00	250.00	250.00
Total General & Administrative Expenses	\$26,512.62	\$44,425.47	\$70,788.09	\$90,850.00	\$91,450.00
<u>Maintenance Expenses</u>					
Irrigation	\$ -	\$ 5,000.00	\$5,000.00	\$ 10,000.00	\$ 10,000.00
General Insurance	3,213.00	-	3,213.00	5,000.00	5,000.00
General Repair & Maintenance	-	3,500.00	3,500.00	7,000.00	7,000.00
Landscaping Maintenance & Material	-	13,125.00	13,125.00	26,250.00	26,250.00
Reserves	-	4,000.00	4,000.00	8,000.00	7,400.00
Total Maintenance Expenses	\$3,213.00	\$25,625.00	\$28,838.00	\$56,250.00	\$55,650.00
Total Expenses	\$29,725.62	\$70,050.47	\$99,626.09	\$147,100.00	\$147,100.00
Net Income (Loss)	\$(96.46)	\$66,614.03	\$(19,967.38)	\$0.00	\$0.00

Finley Woods Community Development District
O & M Budget Item Description FY 2024

Revenues:

On-Roll Assessments:

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as "On-Roll Assessments."

Developer Contributions:

Funding from the developer.

General & Administrative Expenses:

D&O Insurance:

Supervisors' and Officers' liability insurance.

Trustee Services:

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

Management:

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These Services are further outlined in Exhibit "A" of the Management Agreement.

Engineering:

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

Disclosure:

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

District Counsel:

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration:

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Re-amortization Schedule:

Finley Woods Community Development District
O & M Budget Item Description FY 2024

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit:

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Postage & Shipping:

Mail, overnight deliveries, correspondence, etc.

Copies:

Printing and binding Board agenda packages, letterhead, envelopes, and copies.

Legal Advertising:

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Miscellaneous:

Other administrative and grounds expenses incurred throughout the year.

Office Supplies:

General office supplies

Website Maintenance:

Website maintenance fee.

Dues, Licenses, and Fees:

The District is required to pay an annual fee to the Department of Economic Opportunity.

General Insurance:

General liability insurance.

Finley Woods CDD
FY 2023-2024 Proposed Debt Service Fund Budget
Series 2020

	FY 2024 Proposed Budget
REVENUES:	
Assessments	\$ 238,006.25
TOTAL REVENUES	<u>\$ 238,006.25</u>
EXPENDITURES:	
Series 2020 - Interest 11/01/2023	\$ 58,010.00
Series 2020 - Principal 05/01/2024	\$ 65,000.00
Series 2020 - Interest 05/01/2024	\$ 58,010.00
TOTAL EXPENDITURES	<u>\$ 181,020.00</u>
EXCESS REVENUES	<u>\$ 56,986.25</u>
Series 2020 - Interest 11/01/2024	\$ 56,986.25

**Finley Woods
Community Development District**

Direct Collect Agreement

**AGREEMENT BY AND BETWEEN THE FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
AND WWB REAL ESTATE INVESTMENTS, LLC, REGARDING THE DIRECT COLLECTION OF
SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023-2024**

This **Agreement** is made and entered into as of this [REDACTED] day of [REDACTED], 2023, by and between:

FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Alachua County, Florida (hereinafter “**District**”), and

WWB REAL ESTATE INVESTMENTS LLC, a developer and landowner of the property located within the boundaries of the District (hereinafter, the “**Property Owner**”). For purposes of this agreement, Property Owner’s property is more particularly described in **Exhibit A** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City of Gainesville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Alachua County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of Special Assessments.

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. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied debt service assessments attributable to the Property, if any, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about [initial bill date], 2023, indicating the exact amount of the O&M Assessments and its previously levied debt service being certified for collection in Fiscal Year 2023/2024. If Property Owner does not pay such invoice in full prior to [initial bill date], 2023, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024, and 25% due no later than May 1, 2024. The District’s 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.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District’s ability to collect and enforce its Special Assessments by any other method authorized by Florida law. Property Owner

acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Alachua County tax bill. 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 2023-2024, as well as any future installments of special assessments securing debt service – 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 applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. 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 legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: WWB Real Estate Investments, LLC
2563 SW 87th Drive, Suite 10
Gainesville, FL 32605
Attn: _____

If to the District: Finley Woods Community Development District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

6. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. **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 instrument.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' 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 attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **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.

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

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

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023.

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

Attest:

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Name: _____
Title: _____

WWB REAL ESTATE INVESTMENTS, LLC,
a Florida limited liability company

Witness

Name: _____
Title: _____

EXHIBIT A Description of the Property

EXHIBIT A

DATE: July 5, 2018
CLIENT: WWB REAL ESTATE INVESTMENTS, LLC
PROJECT NO: 17-0050
DESCRIPTION FOR: FINLEY WOODS CDD

A TRACT OF LAND SITUATED IN THE GAREY GRANT AND SECTIONS 22, 23, 26, AND 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE G.I.F. CLARK GRANT, SITUATED IN THE AFOREMENTIONED TOWNSHIP 10 SOUTH, RANGE 19 EAST FOR THE POINT OF REFERENCE AND RUN NORTH 35°40'54" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1049, PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS THE "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 31.18 FEET TO THE INTERSECTION OF SAID SOUTHERLY BOUNDARY LINE WITH THE NORTHERLY COUNTY MAINTAINED RIGHT OF WAY FOR S.W. 62ND AVENUE (RIGHT OF WAY WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE AND WITH A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 3581.00 FEET, THROUGH AN ARC ANGLE OF 03°27'25", AN ARC DISTANCE OF 216.06 FEET (CHORD BEARING AND DISTANCE OF NORTH 76°59'23" WEST, 216.03 FEET, RESPECTIVELY); THENCE NORTH 01°13'26" EAST, ALONG THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY LINE OF SAID "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 33.78 FEET TO THE SOUTHWEST CORNER OF SAID "WOODS AND WILLIAMS PARCEL"; THENCE NORTH 86°58'45" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2164, PAGE 1759 OF SAID PUBLIC RECORDS, SAID LANDS BEING HEREINAFTER REFERRED TO AS THE "ALLTEL TRACT"; THENCE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 567.58 FEET TO A BOUNDARY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 163 OF SAID PUBLIC RECORDS; THENCE NORTH 88°51'58" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 588.03 FEET TO A BOUNDARY CORNER OF SAID LANDS; THENCE SOUTH 00°37'00" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 568.46 FEET TO THE AFOREMENTIONED NORTHERLY COUNTY MAINTAINED RIGHT OF WAY FOR S.W. 62ND AVENUE; THENCE NORTH 89°06'16" WEST, ALONG SAID NORTHERLY COUNTY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 329.96 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 163; THENCE NORTH 00°36'22" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 724.44 FEET TO THE NORTHWEST CORNER OF SAID LANDS, LYING ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 162 OF SAID PUBLIC RECORDS; THENCE NORTH 89°45'09" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 310.28 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 162; THENCE NORTH 00°32'09" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 850.24 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 89°45'10" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 61.25 FEET;

THENCE DEPARTING SAID NORTH LINE, NORTH 00°14'50" EAST, A DISTANCE OF 6.83 FEET TO THE SOUTHWEST CORNER OF BROOKS ESTATES, ACCORDING TO THE PLAT THEREOF

RECORDED IN PLAT BOOK "A", PAGE 40 OF SAID PUBLIC RECORDS, ALSO BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1421 OF SAID PUBLIC RECORDS; THENCE NORTH 39°24'30" WEST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1421, A DISTANCE OF 104.14 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE NORTH 84°05'35" EAST, ALONG THE NORTH LINE OF SAID LANDS, THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1422, AND THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1420, A DISTANCE OF 2451.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1420; THENCE SOUTH 02°09'02" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 376.31 FEET; THENCE NORTH 89°42'08" EAST, A DISTANCE OF 71.02 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 3051, PAGE 1424 OF SAID PUBLIC RECORDS; THENCE SOUTH 31°06'07" WEST, ALONG THE EAST BOUNDARY LINES OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3051, PAGE 1424, OFFICIAL RECORDS BOOK 3051, PAGE 1425, OFFICIAL RECORDS BOOK 3051, PAGE 1423, AND A SOUTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 1924.82 FEET TO THE AFOREMENTIONED NORTHERLY COUNTY MAINTAINED RIGHT OF WAY LINE FOR S.W. 62ND AVENUE; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND WITH A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 3581.00 FEET, THROUGH AN ARC ANGLE OF 00°28'38", AN ARC DISTANCE OF 29.83 FEET (CHORD BEARING AND DISTANCE OF NORTH 75°01'21" WEST, 29.83 FEET, RESPECTIVELY) TO THE POINT OF BEGINNING.

LESS & EXCEPT #1

A TRACT OF LAND SITUATED IN THE GAREY GRANT AND SECTIONS 22, 23, 26, AND 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE G.I.F. CLARK GRANT, SITUATED IN THE AFOREMENTIONED TOWNSHIP 10 SOUTH, RANGE 19 EAST FOR THE POINT OF REFERENCE AND RUN NORTH 35°40'54" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1049, PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS THE "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 31.18 FEET TO THE INTERSECTION OF SAID SOUTHERLY BOUNDARY LINE WITH THE NORTHERLY COUNTY MAINTAINED RIGHT OF WAY FOR S.W. 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE RUN NORTHWESTERLY ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE AND WITH A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 3581.00 FEET, THROUGH AN ARC ANGLE OF 03°27'25", AN ARC DISTANCE OF 216.06 FEET (CHORD BEARING AND DISTANCE OF NORTH 76°59'23" WEST, 216.03 FEET, RESPECTIVELY); THENCE NORTH 01°13'26" EAST, ALONG THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY LINE OF SAID "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 33.78 FEET TO THE SOUTHWEST CORNER OF SAID "WOODS AND WILLIAMS PARCEL"; THENCE NORTH 86°58'45" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2164, PAGE 1759 OF SAID PUBLIC RECORDS, SAID LANDS BEING HEREINAFTER REFERRED TO AS THE "ALLTEL TRACT"; THENCE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 567.58 FEET TO A BOUNDARY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 163 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 168.62 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590,

PAGE 153 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 153, A DISTANCE OF 380.33 FEET TO THE NORTHEAST CORNER OF SAID LANDS, AND THE POINT OF

BEGINNING; THENCE NORTH 81°02'41" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 153, A DISTANCE OF 620.72 FEET TO THE NORTHWEST CORNER OF SAID LANDS, AND LYING ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 162 OF SAID PUBLIC RECORDS; THENCE NORTH 00°26'53" EAST, ALONG SAID EAST LINE, A DISTANCE OF 369.21 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1421 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°20'10" EAST, ALONG THE SOUTH LINE OF SAID LANDS, AND THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1422, A DISTANCE OF 671.85 FEET TO THE WEST LINE OF PARCEL 10, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 155 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°13'26" WEST, ALONG SAID WEST LINE, A DISTANCE OF 338.81 FEET TO THE NORTHEAST CORNER OF PARCEL 12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 155 OF SAID PUBLIC RECORDS; THENCE NORTH 88°20'10" WEST, ALONG THE NORTH LINE OF SAID PARCEL 12, A DISTANCE OF 51.93 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 01°07'57" WEST, ALONG THE WEST LINE OF SAID PARCEL 12, A DISTANCE OF 109.10 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT #2

A TRACT OF LAND SITUATED IN THE GAREY GRANT AND SECTION 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE G.I.F. CLARK GRANT, SITUATED IN THE AFOREMENTIONED TOWNSHIP 10 SOUTH, RANGE 19 EAST FOR THE POINT OF REFERENCE AND RUN NORTH 35°40'54" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1049, PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS THE "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 31.18 FEET TO THE INTERSECTION OF SAID SOUTHERLY BOUNDARY LINE WITH THE NORTHERLY COUNTY MAINTAINED RIGHT OF WAY LINE FOR S.W. 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3581.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 76°47'11" WEST, 190.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°03'02", AN ARC LENGTH OF 190.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE AND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3581.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°30'54" WEST, 25.41 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'23", AN ARC LENGTH OF 25.41 FEET; THENCE DEPARTING FROM SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE, NORTH 01°13'26" EAST, ALONG THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY LINE OF SAID "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 33.78 FEET TO THE SOUTHWEST CORNER OF SAID "WOODS AND WILLIAMS PARCEL"; THENCE NORTH 86°58'45" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2164, PAGE 1759 OF SAID PUBLIC RECORDS, SAID LANDS BEING HEREINAFTER REFERRED TO AS THE "ALLTEL TRACT"; THENCE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 567.58 FEET TO A BOUNDARY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 163 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 168.62 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590,

PAGE 153 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 153, A DISTANCE OF 380.33 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE

CONTINUE NORTH 01°07'57" EAST, ALONG THE WEST LINE OF OF PARCEL 12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 155 OF SAID PUBLIC RECORDS, A DISTANCE OF 109.10 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 12; THENCE SOUTH 88°20'10" EAST, ALONG THE NORTH LINE OF SAID PARCEL 12, A DISTANCE OF 25.00 FEET; THENCE DEPARTING FROM THE NORTH LINE OF SAID PARCEL 12, SOUTH 01°07'57" WEST, A DISTANCE OF 1184.37 FEET; THENCE SOUTH 40°06'17" EAST, A DISTANCE OF 23.06 FEET; THENCE SOUTH 86°58'45" EAST, A DISTANCE OF 34.83 FEET; THENCE SOUTH 01°13'26" WEST, A DISTANCE OF 62.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF FINLEY WOODS, PHASE 1A, ACCORDING THENCE THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGES 56-57 OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF SOUTHWEST 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 89°32'23" EAST, A DISTANCE OF 52.49 FEET; (2) THENCE SOUTH 88°56'55" EAST, A DISTANCE OF 654.12 FEET; (3) THENCE SOUTH 88°59'36" EAST, A DISTANCE OF 419.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2120.06 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 86°51'02" EAST, 155.60 FEET; (4) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°12'22", AN ARC LENGTH OF 155.63 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, SOUTH 19°05'14" WEST, A DISTANCE OF 72.66 FEET; THENCE SOUTH 70°54'46" EAST, A DISTANCE OF 76.10 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF SAID PUBLIC RECORDS; THENCE SOUTH 12°28'50" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 938.50 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 38°59'58" WEST, A DISTANCE OF 299.43 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°13'59" WEST, 58.45 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°31'58", AN ARC LENGTH OF 62.42 FEET; THENCE NORTH 32°32'00" EAST, A DISTANCE OF 150.09 FEET; THENCE NORTH 59°11'02" WEST, A DISTANCE OF 70.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 22°04'48" WEST, 60.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°12'29", AN ARC LENGTH OF 64.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 16°30'43" WEST, 99.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°04'19", AN ARC LENGTH OF 104.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 23°32'41" WEST, 41.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°00'23", AN ARC

LENGTH OF 42.77 FEET; THENCE NORTH 0°57'31" EAST, A DISTANCE OF 40.44 FEET; THENCE NORTH 89°05'44" WEST, A DISTANCE OF 125.23 FEET; THENCE SOUTH 59°11'02" EAST, A DISTANCE OF 29.04 FEET; THENCE SOUTH 30°48'58" WEST, A DISTANCE OF 167.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 450.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 42°05'37" WEST, 176.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°33'19", AN ARC LENGTH OF 177.15 FEET; THENCE SOUTH 53°22'17" WEST, A DISTANCE OF 81.99 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 474.23 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 57°53'10" WEST, 74.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°02'39", AN ARC LENGTH OF 74.86 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 24.29 FEET; THENCE NORTH 27°38'25" WEST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 23°17'25" EAST, A DISTANCE OF 255.79 FEET TO A POINT LYING ON THE EASTERLY LINE OF AFOREMENTIONED FINLEY WOODS, PHASE 1A PLAT; THENCE NORTH 54°45'48" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 338.87 FEET; THENCE SOUTH 89°52'42" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 53.87 FEET TO THE EASTERLY LINE OF FINLEY WOODS, PHASE 1B, A PLAT AS RECORDED IN PLAT BOOK 29, PAGES 58-59 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY LINE: (1) THENCE NORTH 5°02'14" WEST, A DISTANCE OF 65.07 FEET; (2) THENCE NORTH 2°21'26" WEST, A DISTANCE OF 66.05 FEET; (3) THENCE NORTH 15°11'05" WEST, A DISTANCE OF 75.01 FEET TO THE AFOREMENTIONED EASTERLY LINE OF FINLEY WOODS PHASE 1A; THENCE THE FOLLOWING SIX (6) COURSES ALONG SAID EASTERLY LINE: (1) NORTH 31°35'48" WEST, A DISTANCE OF 97.59 FEET; (2) THENCE NORTH 44°02'24" EAST, A DISTANCE OF 46.81 FEET; (3) THENCE NORTH 45°57'36" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 525.42 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47°15'00" EAST, 60.95 FEET; (4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°39'03", AN ARC LENGTH OF 60.99 FEET; (5) THENCE NORTH 39°16'57" WEST, A DISTANCE OF 109.50 FEET; (6) THENCE NORTH 0°27'37" WEST, A DISTANCE OF 254.22 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT, THOSE LANDS IDENTIFIED IN **FINLEY WOODS, PHASE 1C**, AS RECORDED IN PLAT BOOK 34, PAGE 19, OF THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT, THOSE LANDS IDENTIFIED IN **FINLEY WOODS PHASE 2**, AS RECORDED IN PLAT BOOK 38, PAGE 3, OF THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA.

**Finley Woods
Community Development District**

FY23/24 Budget Funding Agreement

**FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023-2024 BUDGET FUNDING AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2023, by and between:

FINLEY WOODS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, and located entirely within the City of Gainesville, Florida ("District"), and

WWB REAL ESTATE INVESTMENTS, LLC, a Florida limited liability company, with a mailing address of 2563 SW 87th Drive, Suite 10, Gainesville, Florida 32608 ("Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. 180972 of the City of Gainesville City Commission, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, Developer presently owns and is developing portions of real property described in **Exhibit A**, attached hereto and incorporated herein by reference ("Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year 2023-2024 ("FY 2024"), which begins on October 1, 2023, and concludes on September 30, 2024 ("Budget"), secured by the operations and maintenance assessments levied on specially benefitted lands ("O&M Assessments"); and

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

WHEREAS, the Budget also reflects services of the District that specially benefit developed properties within the District more than the undeveloped properties; and

WHEREAS, the Developer has requested that the District not levy operation and maintenance assessments in excess of \$ _____ for FY 2024, specifically that the

undeveloped portion not be levied field expenses portion of the O&M Assessments given the benefits imparity between the developed and undeveloped property; and

WHEREAS, the Developer acknowledges and agrees it still benefits from certain administrative services of the District and, in lieu of full O&M Assessments, desires to fund any deficit of the District's operation and maintenance expenses in excess of the \$_____ up to the total amount of the General Fund Budget, adopted by the District's Board of Supervisors on August 1, 2023, without any reimbursement by the District; and

WHEREAS, as the District and Developer anticipate that the District's operations and maintenance expenses for FY 2024 will not exceed the total budgeted amount of \$_____, and it is anticipated that the Developer's Funding Obligation as defined herein will not exceed \$_____ ; and

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

WHEREAS, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

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

SECTION 2. Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, **within fifteen (15) days of written request by the District**. Amendments to the District's Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. **These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.**

SECTION 3. The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and

for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

SECTION 4. This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

A. In the alternative or in addition to the collection method set forth in Section 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Alachua County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. 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 attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

SECTION 5. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 7. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 8. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Sections 3 and 4 above.

SECTION 9. 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. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the jurisdiction of the courts of Alachua County, Florida.

SECTION 11. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement

with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 12. This Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[Remainder of page left intentionally blank]

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

ATTEST:

**FINLEY WOODS COMMUNITY
DEVELOPMENT DISTRICT**

Jane Gaarlandt
Secretary

Ginney Patterson
Chairperson, Board of Supervisors

WITNESS:

WWB REAL ESTATE INVESTMENTS, LLC

Print Name: _____

By: _____
Its: _____

Exhibit A: Property Description

Exhibit B: Fiscal Year 2023-2024 General Fund Budget

Exhibit A
Property Description

DATE: July 5, 2018
CLIENT: WWB REAL ESTATE INVESTMENTS, LLC
PROJECT NO: 17-0050
DESCRIPTION FOR: FINLEY WOODS CDD

A TRACT OF LAND SITUATED IN THE GAREY GRANT AND SECTIONS 22, 23, 26, AND 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE G.I.F. CLARK GRANT, SITUATED IN THE AFOREMENTIONED TOWNSHIP 10 SOUTH, RANGE 19 EAST FOR THE POINT OF REFERENCE AND RUN NORTH 35°40'54" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1049, PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS THE "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 31.18 FEET TO THE INTERSECTION OF SAID SOUTHERLY BOUNDARY LINE WITH THE NORTHERLY COUNTY MAINTAINED RIGHT OF WAY FOR S.W. 62ND AVENUE (RIGHT OF WAY WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE AND WITH A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 3581.00 FEET, THROUGH AN ARC ANGLE OF 03°27'25", AN ARC DISTANCE OF 216.06 FEET (CHORD BEARING AND DISTANCE OF NORTH 76°59'23" WEST, 216.03 FEET, RESPECTIVELY); THENCE NORTH 01°13'26" EAST, ALONG THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY LINE OF SAID "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 33.78 FEET TO THE SOUTHWEST CORNER OF SAID "WOODS AND WILLIAMS PARCEL"; THENCE NORTH 86°58'45" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2164, PAGE 1759 OF SAID PUBLIC RECORDS, SAID LANDS BEING HEREINAFTER REFERRED TO AS THE "ALLTEL TRACT"; THENCE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 567.58 FEET TO A BOUNDARY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 163 OF SAID PUBLIC RECORDS; THENCE NORTH 88°51'58" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 588.03 FEET TO A BOUNDARY CORNER OF SAID LANDS; THENCE SOUTH 00°37'00" WEST, ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 568.46 FEET TO THE AFOREMENTIONED NORTHERLY COUNTY MAINTAINED RIGHT OF WAY FOR S.W. 62ND AVENUE; THENCE NORTH 89°06'16" WEST, ALONG SAID NORTHERLY COUNTY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 329.96 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 163; THENCE NORTH 00°36'22" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 724.44 FEET TO THE NORTHWEST CORNER OF SAID LANDS, LYING ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 162 OF SAID PUBLIC RECORDS; THENCE NORTH 89°45'09" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 310.28 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 162; THENCE NORTH 00°32'09" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 850.24 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 89°45'10" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 61.25 FEET;

THENCE DEPARTING SAID NORTH LINE, NORTH 00°14'50" EAST, A DISTANCE OF 6.83 FEET TO THE SOUTHWEST CORNER OF BROOKS ESTATES, ACCORDING TO THE PLAT THEREOF

RECORDED IN PLAT BOOK "A", PAGE 40 OF SAID PUBLIC RECORDS, ALSO BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1421 OF SAID PUBLIC RECORDS; THENCE NORTH 39°24'30" WEST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1421, A DISTANCE OF 104.14 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE NORTH 84°05'35" EAST, ALONG THE NORTH LINE OF SAID LANDS, THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1422, AND THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1420, A DISTANCE OF 2451.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1420; THENCE SOUTH 02°09'02" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 376.31 FEET; THENCE NORTH 89°42'08" EAST, A DISTANCE OF 71.02 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 3051, PAGE 1424 OF SAID PUBLIC RECORDS; THENCE SOUTH 31°06'07" WEST, ALONG THE EAST BOUNDARY LINES OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3051, PAGE 1424, OFFICIAL RECORDS BOOK 3051, PAGE 1425, OFFICIAL RECORDS BOOK 3051, PAGE 1423, AND A SOUTHWESTERLY PROJECTION THEREOF, A DISTANCE OF 1924.82 FEET TO THE AFOREMENTIONED NORTHERLY COUNTY MAINTAINED RIGHT OF WAY LINE FOR S.W. 62ND AVENUE; THENCE NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND WITH A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 3581.00 FEET, THROUGH AN ARC ANGLE OF 00°28'38", AN ARC DISTANCE OF 29.83 FEET (CHORD BEARING AND DISTANCE OF NORTH 75°01'21" WEST, 29.83 FEET, RESPECTIVELY) TO THE POINT OF BEGINNING.

LESS & EXCEPT #1

A TRACT OF LAND SITUATED IN THE GAREY GRANT AND SECTIONS 22, 23, 26, AND 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE G.I.F. CLARK GRANT, SITUATED IN THE AFOREMENTIONED TOWNSHIP 10 SOUTH, RANGE 19 EAST FOR THE POINT OF REFERENCE AND RUN NORTH 35°40'54" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1049, PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS THE "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 31.18 FEET TO THE INTERSECTION OF SAID SOUTHERLY BOUNDARY LINE WITH THE NORTHERLY COUNTY MAINTAINED RIGHT OF WAY FOR S.W. 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE RUN NORTHWESTERLY ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE AND WITH A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 3581.00 FEET, THROUGH AN ARC ANGLE OF 03°27'25", AN ARC DISTANCE OF 216.06 FEET (CHORD BEARING AND DISTANCE OF NORTH 76°59'23" WEST, 216.03 FEET, RESPECTIVELY); THENCE NORTH 01°13'26" EAST, ALONG THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY LINE OF SAID "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 33.78 FEET TO THE SOUTHWEST CORNER OF SAID "WOODS AND WILLIAMS PARCEL"; THENCE NORTH 86°58'45" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2164, PAGE 1759 OF SAID PUBLIC RECORDS, SAID LANDS BEING HEREINAFTER REFERRED TO AS THE "ALLTEL TRACT"; THENCE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 567.58 FEET TO A BOUNDARY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 163 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 168.62 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590,

PAGE 153 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 153, A DISTANCE OF 380.33 FEET TO THE NORTHEAST CORNER OF SAID LANDS, AND THE POINT OF

BEGINNING; THENCE NORTH 81°02'41" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 153, A DISTANCE OF 620.72 FEET TO THE NORTHWEST CORNER OF SAID LANDS, AND LYING ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 162 OF SAID PUBLIC RECORDS; THENCE NORTH 00°26'53" EAST, ALONG SAID EAST LINE, A DISTANCE OF 369.21 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1421 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°20'10" EAST, ALONG THE SOUTH LINE OF SAID LANDS, AND THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3051, PAGE 1422, A DISTANCE OF 671.85 FEET TO THE WEST LINE OF PARCEL 10, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 155 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°13'26" WEST, ALONG SAID WEST LINE, A DISTANCE OF 338.81 FEET TO THE NORTHEAST CORNER OF PARCEL 12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 155 OF SAID PUBLIC RECORDS; THENCE NORTH 88°20'10" WEST, ALONG THE NORTH LINE OF SAID PARCEL 12, A DISTANCE OF 51.93 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 01°07'57" WEST, ALONG THE WEST LINE OF SAID PARCEL 12, A DISTANCE OF 109.10 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT #2

A TRACT OF LAND SITUATED IN THE GAREY GRANT AND SECTION 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE G.I.F. CLARK GRANT, SITUATED IN THE AFOREMENTIONED TOWNSHIP 10 SOUTH, RANGE 19 EAST FOR THE POINT OF REFERENCE AND RUN NORTH 35°40'54" WEST, ALONG THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1049, PAGE 40 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS THE "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 31.18 FEET TO THE INTERSECTION OF SAID SOUTHERLY BOUNDARY LINE WITH THE NORTHERLY COUNTY MAINTAINED RIGHT OF WAY LINE FOR S.W. 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3581.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 76°47'11" WEST, 190.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°03'02", AN ARC LENGTH OF 190.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE AND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3581.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°30'54" WEST, 25.41 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'23", AN ARC LENGTH OF 25.41 FEET; THENCE DEPARTING FROM SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE, NORTH 01°13'26" EAST, ALONG THE SOUTHERLY PROJECTION OF THE WEST BOUNDARY LINE OF SAID "WOODS AND WILLIAMS PARCEL", A DISTANCE OF 33.78 FEET TO THE SOUTHWEST CORNER OF SAID "WOODS AND WILLIAMS PARCEL"; THENCE NORTH 86°58'45" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2164, PAGE 1759 OF SAID PUBLIC RECORDS, SAID LANDS BEING HEREINAFTER REFERRED TO AS THE "ALLTEL TRACT"; THENCE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 567.58 FEET TO A BOUNDARY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 163 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID "ALLTEL TRACT", A DISTANCE OF 168.62 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590,

PAGE 153 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°07'57" EAST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 153, A DISTANCE OF 380.33 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE

CONTINUE NORTH 01°07'57" EAST, ALONG THE WEST LINE OF OF PARCEL 12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3590, PAGE 155 OF SAID PUBLIC RECORDS, A DISTANCE OF 109.10 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 12; THENCE SOUTH 88°20'10" EAST, ALONG THE NORTH LINE OF SAID PARCEL 12, A DISTANCE OF 25.00 FEET; THENCE DEPARTING FROM THE NORTH LINE OF SAID PARCEL 12, SOUTH 01°07'57" WEST, A DISTANCE OF 1184.37 FEET; THENCE SOUTH 40°06'17" EAST, A DISTANCE OF 23.06 FEET; THENCE SOUTH 86°58'45" EAST, A DISTANCE OF 34.83 FEET; THENCE SOUTH 01°13'26" WEST, A DISTANCE OF 62.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 27, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF FINLEY WOODS, PHASE 1A, ACCORDING THENCE THE PLAT THEREOF AS RECORDED IN PLAT BOOK 29, PAGES 56-57 OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF SOUTHWEST 62ND AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE: (1) NORTH 89°32'23" EAST, A DISTANCE OF 52.49 FEET; (2) THENCE SOUTH 88°56'55" EAST, A DISTANCE OF 654.12 FEET; (3) THENCE SOUTH 88°59'36" EAST, A DISTANCE OF 419.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2120.06 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 86°51'02" EAST, 155.60 FEET; (4) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°12'22", AN ARC LENGTH OF 155.63 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, SOUTH 19°05'14" WEST, A DISTANCE OF 72.66 FEET; THENCE SOUTH 70°54'46" EAST, A DISTANCE OF 76.10 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3495, PAGE 62 OF SAID PUBLIC RECORDS; THENCE SOUTH 12°28'50" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 938.50 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 38°59'58" WEST, A DISTANCE OF 299.43 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°13'59" WEST, 58.45 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°31'58", AN ARC LENGTH OF 62.42 FEET; THENCE NORTH 32°32'00" EAST, A DISTANCE OF 150.09 FEET; THENCE NORTH 59°11'02" WEST, A DISTANCE OF 70.63 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 22°04'48" WEST, 60.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°12'29", AN ARC LENGTH OF 64.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 16°30'43" WEST, 99.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°04'19", AN ARC LENGTH OF 104.58 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 23°32'41" WEST, 41.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°00'23", AN ARC

LENGTH OF 42.77 FEET; THENCE NORTH 0°57'31" EAST, A DISTANCE OF 40.44 FEET; THENCE NORTH 89°05'44" WEST, A DISTANCE OF 125.23 FEET; THENCE SOUTH 59°11'02" EAST, A DISTANCE OF 29.04 FEET; THENCE SOUTH 30°48'58" WEST, A DISTANCE OF 167.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 450.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 42°05'37" WEST, 176.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°33'19", AN ARC LENGTH OF 177.15 FEET; THENCE SOUTH 53°22'17" WEST, A DISTANCE OF 81.99 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 474.23 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 57°53'10" WEST, 74.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°02'39", AN ARC LENGTH OF 74.86 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 24.29 FEET; THENCE NORTH 27°38'25" WEST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 62°21'35" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 23°17'25" EAST, A DISTANCE OF 255.79 FEET TO A POINT LYING ON THE EASTERLY LINE OF AFOREMENTIONED FINLEY WOODS, PHASE 1A PLAT; THENCE NORTH 54°45'48" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 338.87 FEET; THENCE SOUTH 89°52'42" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 53.87 FEET TO THE EASTERLY LINE OF FINLEY WOODS, PHASE 1B, A PLAT AS RECORDED IN PLAT BOOK 29, PAGES 58-59 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY LINE: (1) THENCE NORTH 5°02'14" WEST, A DISTANCE OF 65.07 FEET; (2) THENCE NORTH 2°21'26" WEST, A DISTANCE OF 66.05 FEET; (3) THENCE NORTH 15°11'05" WEST, A DISTANCE OF 75.01 FEET TO THE AFOREMENTIONED EASTERLY LINE OF FINLEY WOODS PHASE 1A; THENCE THE FOLLOWING SIX (6) COURSES ALONG SAID EASTERLY LINE: (1) NORTH 31°35'48" WEST, A DISTANCE OF 97.59 FEET; (2) THENCE NORTH 44°02'24" EAST, A DISTANCE OF 46.81 FEET; (3) THENCE NORTH 45°57'36" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 525.42 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47°15'00" EAST, 60.95 FEET; (4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°39'03", AN ARC LENGTH OF 60.99 FEET; (5) THENCE NORTH 39°16'57" WEST, A DISTANCE OF 109.50 FEET; (6) THENCE NORTH 0°27'37" WEST, A DISTANCE OF 254.22 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT, THOSE LANDS IDENTIFIED IN **FINLEY WOODS, PHASE 1C**, AS RECORDED IN PLAT BOOK 34, PAGE 19, OF THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT, THOSE LANDS IDENTIFIED IN **FINLEY WOODS PHASE 2**, AS RECORDED IN PLAT BOOK 38, PAGE 3, OF THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA.

Exhibit B
FY 2023-2024 General Fund Budget

**Finley Woods
Community Development District**

Funding Request No. 57

**FINLEY WOODS
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 57

05/15/2022

Item No.	Vendor	Invoice Number	FY23 General Fund
1	CA Florida Holdings Legal Ads - 04/25/2023	5533142	\$ 147.60
2	PFM Group Consulting LLC Quarterly Dissemination	124656	\$ 1,250.00
			\$ 1,397.60

TOTAL	\$ 1,397.60
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Board Member

Please Return To:
Finley Woods CDD
c/o PFM Group Consulting LLC
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817

LOCALiQ

FLORIDA

ACCOUNT NAME

Finley Woods CDD

ACCOUNT #

624816

PAGE #

1 of 1

INVOICE #

0005533142

BILLING PERIOD

Apr 1- Apr 30, 2023

PAYMENT DUE DATE

May 20, 2023

PREPAY
(Memo Info)

\$0.00

UNAPPLIED
(included in amt due)

\$0.00

TOTAL AMOUNT DUE

\$147.60

BILLING ACCOUNT NAME AND ADDRESS

Finley Woods Cdd
Rick Montejano
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329



BILLING INQUIRIES/ADDRESS CHANGES

1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID

47-2390983

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

00006248160000000000000055331420001476067177

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number:

Date	Description	Amount
4/1/23	Balance Forward	\$0.00

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
4/25/23	8717248	BOS 5/2/23 - Alachua County		\$147.60

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

FLORIDA

ACCOUNT NAME

Finley Woods CDD

PAYMENT DUE DATE

May 20, 2023

AMOUNT PAID

ACCOUNT NUMBER

624816

INVOICE NUMBER

0005533142

CURRENT
DUE

\$147.60

30 DAYS
PAST DUE

\$0.00

60 DAYS
PAST DUE

\$0.00

90 DAYS
PAST DUE

\$0.00

120+ DAYS
PAST DUE

\$0.00

UNAPPLIED
PAYMENTS

\$0.00

TOTAL AMOUNT DUE

\$147.60

REMITTANCE ADDRESS (Include Account# & Invoice# on check)

CA Florida Holdings, LLC
PO Box 631244
Cincinnati, OH 45263-1244

TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:

☐ VISA☐ MASTERCARD☐ DISCOVER☐ AMEX

Card Number

Exp Date

/ /

CVV Code

Signature

Date

00006248160000000000000055331420001476067177



Date	Invoice Number
April 19, 2023	124656
Payment Terms	Due Date
Upon Receipt	April 19, 2023

Bill To:
Finley Woods CDD c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100 Federal Tax ID: 81-1642478

Remittance Options:Via ACH (preferred):

PFM Group Consulting LLC
Bank Name: M&T Bank
ACH# (ACH): 031302955
Account #: 9865883822

Via Wire:

Bank Name: M&T Bank
[REDACTED]
[REDACTED]

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Quarterly Disclosure for the period of 1.1.23 - 3.31.23

Bond Issue 2019

\$1,250.00

Total Amount Due

\$1,250.00

**Finley Woods
Community Development District**

Monthly Financials

Finley Woods CDD
Statement of Financial Position
As of 4/30/2023

	General Fund	Debt Service	Construction	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$18,706.41				\$18,706.41
Accounts Receivable - Due from Developer	8,977.34				8,977.34
Prepaid Expenses	1,679.69				1,679.69
Debt Service Reserve Series 2020		\$180,100.00			180,100.00
Revenue Series 2020		1,199.03			1,199.03
Interest Series 2020		58,955.00			58,955.00
Sinking Fund Series 2020		60,000.00			60,000.00
Acquisition/Construction Series 2020			\$12.25		12.25
Total Current Assets	<u>\$29,363.44</u>	<u>\$300,254.03</u>	<u>\$12.25</u>	<u>\$ -</u>	<u>\$329,629.72</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$300,254.03	\$300,254.03
Amount To Be Provided				2,659,745.97	2,659,745.97
Total Investments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,960,000.00</u>	<u>\$2,960,000.00</u>
Total Assets	<u><u>\$29,363.44</u></u>	<u><u>\$300,254.03</u></u>	<u><u>\$12.25</u></u>	<u><u>\$2,960,000.00</u></u>	<u><u>\$3,289,629.72</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$8,977.34				\$8,977.34
Deferred Revenue	8,977.34				8,977.34
Retainage Payable			\$328,494.70		328,494.70
Total Current Liabilities	<u>\$17,954.68</u>	<u>\$ -</u>	<u>\$328,494.70</u>	<u>\$ -</u>	<u>\$346,449.38</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$2,960,000.00	\$2,960,000.00
Total Long Term Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,960,000.00</u>	<u>\$2,960,000.00</u>
Total Liabilities	<u><u>\$17,954.68</u></u>	<u><u>\$0.00</u></u>	<u><u>\$328,494.70</u></u>	<u><u>\$2,960,000.00</u></u>	<u><u>\$3,306,449.38</u></u>
<u>Net Assets</u>					
Net Assets - General Government	\$10,553.64				\$10,553.64
Current Year Net Assets - General Government	855.12				855.12
Net Assets, Unrestricted		\$243,231.05			243,231.05
Current Year Net Assets, Unrestricted		57,022.98			57,022.98
Net Assets, Unrestricted			(\$328,487.66)		(328,487.66)
Current Year Net Assets, Unrestricted			5.21		5.21
Total Net Assets	<u><u>\$11,408.76</u></u>	<u><u>\$300,254.03</u></u>	<u><u>(\$328,482.45)</u></u>	<u><u>\$ -</u></u>	<u><u>(\$16,819.66)</u></u>
Total Liabilities and Net Assets	<u><u>\$29,363.44</u></u>	<u><u>\$300,254.03</u></u>	<u><u>\$12.25</u></u>	<u><u>\$2,960,000.00</u></u>	<u><u>\$3,289,629.72</u></u>

Finley Woods CDD
Statement of Activities
As of 4/30/2023

	General Fund	Debt Service	Construction	Long Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$9,598.64				\$9,598.64
Developer Contributions	25,947.84				25,947.84
Other Income & Other Financing Sources	105.00				105.00
On-Roll Assessments		\$47,964.69			47,964.69
Off-Roll Assessments		68,012.94			68,012.94
Inter-Fund Group Transfers In		(5.21)			(5.21)
Inter-Fund Transfers In			\$5.21		5.21
Total Revenues	<u>\$35,651.48</u>	<u>\$115,972.42</u>	<u>\$5.21</u>	<u>\$ -</u>	<u>\$151,629.11</u>
<u>Expenses</u>					
D&O Insurance	\$2,629.00				\$2,629.00
Trustee Services	4,031.25				4,031.25
Management	13,125.00				13,125.00
Dissemination Agent	1,250.00				1,250.00
District Counsel	711.00				711.00
Assessment Administration	7,500.00				7,500.00
Postage & Shipping	3.09				3.09
Legal Advertising	624.84				624.84
Web Site Maintenance	1,545.00				1,545.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	3,213.00				3,213.00
Interest Payments -Series 2020		\$58,955.00			58,955.00
Total Expenses	<u>\$34,807.18</u>	<u>\$58,955.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$93,762.18</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$10.82				\$10.82
Interest Income		\$5.56			5.56
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$10.82</u>	<u>\$5.56</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$16.38</u>
Change In Net Assets	\$855.12	\$57,022.98	\$5.21	\$ -	\$57,883.31
Net Assets At Beginning Of Year	<u>\$10,553.64</u>	<u>\$243,231.05</u>	<u>(\$328,487.66)</u>	<u>\$ -</u>	<u>(\$74,702.97)</u>
Net Assets At End Of Year	<u><u>\$11,408.76</u></u>	<u><u>\$300,254.03</u></u>	<u><u>(\$328,482.45)</u></u>	<u><u>\$ -</u></u>	<u><u>(\$16,819.66)</u></u>

Finley Woods CDD
 Budget to Actual
 For the Month Ending 4/30/2023

	Year To Date			FY2023 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$9,598.64	\$5,593.00	\$4,005.64	\$9,588.00
Off-Roll Assessments	-	13,003.76	(13,003.76)	22,292.10
Developer Contributions	25,947.84	67,211.62	(41,263.78)	115,219.90
Other Income & Other Financing Sources	105.00	-	105.00	-
Net Revenues	\$35,651.48	\$85,808.38	\$(50,156.90)	\$147,100.00
<u>General & Administrative Expenses</u>				
D&O Insurance	\$2,629.00	\$1,811.25	\$817.75	\$3,105.00
Trustee Services	4,031.25	2,566.69	1,464.56	4,400.00
Management	13,125.00	13,125.00	-	22,500.00
Engineering	-	5,833.31	(5,833.31)	10,000.00
Dissemination Agent	1,250.00	2,916.69	(1,666.69)	5,000.00
District Counsel	711.00	14,583.31	(13,872.31)	25,000.00
Assessment Administration	7,500.00	4,375.00	3,125.00	7,500.00
Reamortization Schedule	-	145.81	(145.81)	250.00
Accounting and Auditing	-	2,027.06	(2,027.06)	3,475.00
Postage & Shipping	3.09	145.81	(142.72)	250.00
Copies	-	145.81	(145.81)	250.00
Legal Advertising	624.84	2,158.31	(1,533.47)	3,700.00
Miscellaneous	-	1,225.00	(1,225.00)	2,100.00
Office Supplies	-	145.81	(145.81)	250.00
Web Site Maintenance	1,545.00	1,645.00	(100.00)	2,820.00
Dues, Licenses, and Fees	175.00	145.81	29.19	250.00
Irrigation	-	5,833.31	(5,833.31)	10,000.00
General Insurance	3,213.00	2,916.69	296.31	5,000.00
General Repair & Maintenance	-	4,083.31	(4,083.31)	7,000.00
Landscaping Maintenance & Material	-	15,312.71	(15,312.71)	26,250.00
Reserves	-	4,666.69	(4,666.69)	8,000.00
Total General & Administrative Expenses	\$34,807.18	\$85,808.38	\$(51,001.20)	\$147,100.00
Total Expenses	\$34,807.18	\$85,808.38	\$(51,001.20)	\$147,100.00
Income (Loss) from Operations	\$844.30	\$	\$844.30	\$
<u>Other Income (Expense)</u>				
Interest Income	\$10.82	\$	\$10.82	\$
Total Other Income (Expense)	\$10.82	\$	\$10.82	\$
Net Income (Loss)	\$855.12	\$	\$855.12	\$