

*Schaller Preserve  
Community Development District*

*Meeting Agenda*

*March 24, 2026*

# AGENDA

# *Schaller Preserve*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

March 17, 2026

### **Board of Supervisors Meeting Schaller Preserve Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Schaller Preserve Community Development District** will be held on **Tuesday, March 24, 2026 at 12:30 PM** at **Home2 Suites by Hilton Lakeland North I-4, 3610 Hopewell Avenue, Lakeland, FL 33809.**

**Zoom Link:** <https://us06web.zoom.us/j/87632158225>

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 876 3215 8225

Following is the advance agenda for the meeting:

#### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public Comments are limited to three (3) minutes each)
3. Approval of Minutes of the December 02, 2025 Board of Supervisors Meeting
4. Organizational Matters
  - A. Acceptance of Resignation of Michele Shaprio and Deborah Mason
  - B. Appointment of Individual(s) to Fill Board Vacancies in Seats 3 (Exp. 2028) and 5 (Exp. 2026)
  - C. Consideration of Resolution 2026-09 Appointing Assistant Secretaries
  - D. Administration of Oath to Newly Appointed Individual(s)
5. Consideration of Resolution 2026-05 Adopting the Amended Fiscal Year 2026 Meeting Schedule and Ratifying Staff's Actions
6. Consideration of Resolution 2026-06 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing to Adopt
7. Consideration of Resolution 2026-07 Designating a Date, Time and Location for a Landowners Election
8. Consideration of Assignment of Fiscal Year 2026 Funding Agreement
9. Consideration of Assignment of Construction Contract

10. Consideration of Resolution 2026-08 Ratifying Bonds
11. Disclosure of Public Financing
12. Ratification of Final Collateral Assignment, True-Up Agreement, Completion Agreement, Notice of Lien Special Assessments, Declaration of Consent and Acquisition Agreement Relating to Special Assessment Bonds, Series 2026 (Assessment Area One Project)
13. Ratification of Data Sharing and Usage Agreement
14. Ratification of Contract Agreement with Polk County Property Appraiser
15. Ratification of Agreement with Vibe for Mast Arm Post Design
16. Presentation of Fiscal Year 2025 Audit Report
17. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Ratification of Funding Requests #17-20
    - ii. Presentation of Funding Request #21
    - iii. Balance Sheet & Income Statement
18. Other Business
19. Supervisors Requests and Audience Comments
20. Adjournment

# MINUTES

**MINUTES OF MEETING  
SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Schaller Preserve Community Development District was held on Tuesday, **December 2, 2025** at 12:15 p.m. at The Hampton Inn Lakeland, 4420 North Socrum Loop Road, Lakeland, Florida.

Present and constituting a quorum were:

Scott Shapiro	Chairman
Mike Seney	Vice Chairman
Andy Mason	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Grace Kobitter	District Counsel
Rodney Gadd	District Engineer
Ashton Bligh	

*The following is a summary of the discussions and actions taken at the December 2, 2025 Schaller Preserve Community Development District's Regular Board of Supervisors Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order at 12:35 p.m. Three Supervisors were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present or on Zoom. There being no public comments, the next item followed.

**THIRD ORDER OF BUSINESS****Approval of Minutes of the August 26, 2025  
Board of Supervisors Meeting**

Ms. Burns presented approval of the minutes from the August 26, 2025 Board of Supervisors meeting and asked for comments, corrections, or questions. The Board had no changes to the minutes.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, the Minutes of the August 26, 2025 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS****Presentation and Approval of Supplemental  
Engineer's Report for Capital Improvements  
dated October 24, 2025**

Mr. Gadd provided a review of the updated report and noted that it now reflected all approvals on hand and confirmed that the site was ready for construction. He explained that there were no changes to the product mix and that the probable cost exhibit had been updated. Mr. Gadd confirmed that many of the costs were now based on bids received for Phase One and had been vetted through the bidding process.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, the Supplemental Engineer's Report for Capital Improvements dated October 24, 2025, was approved.

**FIFTH ORDER OF BUSINESS****Presentation and Approval of Preliminary  
Supplemental Assessment Methodology  
Report for the Assessment Area One Project  
dated December 2, 2025**

Ms. Burns presented the Preliminary Supplemental Assessment Methodology for the Assessment Area One Project dated December 2, 2025. Board members were informed that an updated version had been printed and distributed at the meeting because a late change did not make it into the iPad version. Ms. Burns explained that the report supplemented the previously approved master report and related to the Assessment Area One project included in the engineer's report. The development program was reviewed, noting that there are 204 total lots: 138 single-family 40-foot lots and 66 single-family 50-foot lots. Project costs from the engineer's report totaled \$12,364,200 with an estimated bond sizing of \$3,890,000. Ms. Burns clarified that the updated

tables reflected revised bond sizing with no capitalized interest and that all other information remained substantially the same. The par debt per unit and annual assessments were reviewed; the single-family 40-foot lots were shown at \$17,588 par debt with a net yearly amount of \$1,230, and the single-family 50-foot lots were shown at \$22,160 par debt with a net annual assessment of \$1,550. Gross assessment amounts included collection costs and early payment discounts. The preliminary assessment roll was summarized as covering 169.02 acres with one property owner, Saddle Creek Investors, LLC. Ms. Burns noted the figures would be updated again at final bond pricing and offered to answer questions. After confirming the information matched with the revised figures previously circulated, a motion was made to approve the preliminary supplemental assessment methodology.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, the Preliminary Supplemental Assessment Methodology Report for the Assessment Area One Project dated December 2, 2025, was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2026-01 Delegation Resolution (Series 2026- Assessment Area One Project Bonds)**

Ms. Bligh reviewed Resolution 2026-01 authorizing the issuance of the Series 2026 bonds to fund public infrastructure for Assessment Area One, comprising the first phase of development with 204 units. Ms. Bligh explained that the resolution approved standard bond documents and delegated authority to District officers to execute and deliver all necessary instruments. It was noted that a slip page would be provided to update the project cost table to reflect a recent revision. Ms. Bligh reviewed the bond parameters including a maximum principal amount of \$6 million, a final maturity of up to 30 years, an interest rate not to exceed the statutory maximum, optional redemption terms to be determined at pricing, and a minimum sale price of 98% of par.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, Resolution 2026-01 Delegation Resolution (Series 2026-Assessment Area One Project Bonds) was approved as amended.

**SEVENTH ORDER OF BUSINESS****Consideration of Series 2026 Assessment Area One Project Ancillary Documents****A. True-Up Agreement**

Ms. Burns stated that the Board had considered the Series 2026 Assessment Area One ancillary bond documents, and bond counsel explained that all ancillary items could be approved together in one motion in substantially final form. Ms. Kobitter reviewed the true-up agreement, which required the developer to make a payment if fewer than the anticipated equivalent residential units were developed, ensuring assessments and debt service remained consistent with the methodology report. Delegation Resolution No. 2026-01 was also reviewed, which authorized the issuance of the District's first series of bonds for Assessment Area One to finance public infrastructure for the first phase of development, consisting of 204 units. The resolution approved the forms of standard financing documents, set parameters for the Series 2026 bonds, and delegated authority to designated officers to execute the documents, with an updated project cost table to be provided by slip page.

**B. Completion Agreement**

Ms. Burns stated that this was the completion agreement that sets forth the developer's agreement and contractual obligation to complete the project being funded by the bonds.

**C. Acquisition Agreement**

Ms. Burns reviewed the acquisition agreement which outlined the terms under which the District could acquire completed infrastructure, work product, and real property from the developer, with payment to be made from available bond proceeds.

**D. Collateral Assignment Agreement**

Ms. Burns reviewed the collateral assignment agreement which outlined the steps to be taken in the event of a default on the bonds or a failure to complete the project. Under this agreement, the developer agreed to assign its development rights to the District, allowing the District to step in and complete the project if necessary.

**E. Declaration of Consent**

Ms. Burns reviewed the declaration of consent, which documented the developer's formal consent to the District's jurisdiction, the imposition of assessments on the property, and the proceedings that established and levied those assessments.

**F. Notice of Special Assessments**

Ms. Burns stated that this document would be recorded after the bond closing once the assessment lien was finalized. The notice set forth the District's resolutions to levy the assessments, referenced and described in the assessment report, and was recorded in the public records to give future purchasers notice of the assessment lien on the property. Ms. Burns noted that she was available to answer any questions on the document. The Board said that some documents still listed Saddle Creek Road Investors, LLC, as the correct entity. It was clarified that the agreements would ultimately reflect the property purchaser, specifically one of the Lennar entities. Counsel confirmed that the documents were being approved in substantial form and that the entity names could be revised before closing. The Board asked that the record reflect that Saddle Creek Road Investors, LLC was not the correct landowner and that the appropriate current or future landowner and developer would be substituted. A motion was then made to approve the documents in substantial form.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, the Series 2026 Assessment Area One Project Ancillary Documents, were approved in substantial form.
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**G. Consideration of Resolution 2026-02 Supplemental Delegated Assessment Resolution**

Ms. Burns reviewed Resolution 2026-02, the supplemental delegated assessment resolution for Assessment Area One and the Assessment Area One Project. Ms. Kobitter explained that the resolution, as approved in substantial form, incorporated the reports previously presented by the District Engineer and District Manager and made findings based on those reports. The resolution delegated authority to District staff and officers to take the actions necessary to complete the levy of the assessments, confirmed the maximum assessment lien, and confirmed that the projected assessments were within that maximum lien. Ms. Kobitter noted that the resolution also included administrative provisions and offered to answer any questions.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, Resolution 2026-02 Supplemental Delegated Assessment Resolution, was approved.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Agreement for Underwriter Services for Series 2026 Bonds from FMS Bonds**

Ms. Burns explained that the agreement applied to the Series 2026 bond issuance and was included in the agenda package. She noted that the agreement was FMS’s standard form. She indicated they were available to answer questions and noted that representatives from FMS were not present.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, the Agreement for Underwriter Services for Series 2026 Bonds from FMS Bonds, was approved.

**NINTH ORDER OF BUSINESS**

**Consideration of Master Declaration of Consent to Jurisdiction (Saddle Creek Road Investors, LLC)**

Ms. Kobitter explained that this document would be recorded before the bond closing to notify future homeowners that future bond issuances may impose special assessments. The declaration included the developer’s consent to the District’s jurisdiction and to the assessment proceedings securing anticipated future bonds. It was noted that this master declaration differed from the previously discussed declaration of consent in that it would be recorded sooner, rather than after the bond closing. Discussion followed regarding the appropriate landowner entity, with clarification that the document should reflect the current landowner at the time of recording. It was also discussed that the builder would be purchasing Phase One and had agreed to sign the document before closing, with Phase Two under contract. Ms. Kobitter confirmed that the item could be approved in substantial form, with any necessary entity substitutions made before recording.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, the Master Declaration of Consent to Jurisdiction (Saddle Creek Road Investors, LLC), was approved in substantial form.

**TENTH ORDER OF BUSINESS****Consideration of Temporary Construction and Access Easement Agreement with Saddle Creek Road Investors, LLC**

Ms. Burns explained that this agreement allowed the District to enter the property and construct the improvements outlined in the Capital Improvement Plan and gave the District the ability to develop improvements across the entire site. Board members noted that the agreement made sense and confirmed it was appropriate for moving the project forward.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, the Temporary Construction and Access Easement Agreement with Saddle Creek Road Investors, LLC, was approved.

**ELEVENTH ORDER OF BUSINESS****Consideration of Project Support Services Agreement with Lennar Homes, LLC**

Ms. Burns explained that this agreement provided for Lennar to deliver construction consulting and support services in connection with the construction contract anticipated to be assigned to the District. The agreement outlined Lennar's duties and responsibilities and clarified that Lennar's role was to support the District Engineer and the District's contractor under the assigned construction contract.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, the Project Support Services Agreement with Lennar Homes LLC, was approved.

**TWELFTH ORDER OF BUSINESS****Consideration of Resolution 2026-03 Spending Authorization Resolution**

Ms. Burns reviewed Resolution 2026-03, the spending authorization resolution. Ms. Burns explained that this administrative resolution established spending approval limits for the Chair or Vice Chair and the District Manager for items approved outside a Board meeting, allowing routine and emergency expenditures to proceed without returning to the Board each time. The spending limits were identified as \$2,500 for the District Manager, up to \$10,000 for the Chair, and up to \$25,000 when approved jointly by the Chair and District Manager, typically for emergency or hurricane-related repairs. The limits were described as standard, and the Board agreed to proceed and approved the resolution.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, Resolution 2026-03 Spending Authorization Resolution, was approved.

**THIRTEENTH ORDER OF BUSINESS      Presentation of Memo Regarding  
Amendments to District Rules of Procedure**

**A. Consideration of Resolution 2026-04 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District**

Ms. Burns presented a memo from District Counsel regarding proposed amendments to the District's Rules of Procedure. She explained that the updates were being made across all Districts to incorporate recent changes to Florida Statutes and to address general cleanup items. Ms. Burns stated that a February hearing had initially been considered, but April would be more practical given the District's meeting schedule and the desire to avoid a special meeting. The Board confirmed that April 28, 2026, meeting date had already been published at the beginning of the fiscal year. Ms. Burns also discussed moving the meeting to a more convenient venue that aligns with nearby District meetings. The proposed location is Home2Suites at 3610 Hopewell Avenue, Lakeland, Florida, easily accessible from I-4. The Board agreed that the new location would be preferable. The Board decided to update Resolution 2026-04 to set the public hearing on the adoption of the amended and restated Rules of Procedure for April 28, 2026, at the new meeting location. Ms. Burns indicated they would coordinate the required public notice and explore combining it with any updates to the District's fiscal year meeting schedule. A motion was made and approved to adopt Resolution 2026-04, as revised, setting the public hearing for April 28, 2026, at the new meeting location.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, Resolution 2026-04 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District, was approved.

Ms. Burns stated that the Board discussed changing the meeting location for future meetings. It was confirmed that the Board could take a separate motion to change the meeting location beginning with the January meeting.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, Changing the Location for Future Meetings, was approved.

**FOURTEENTH ORDER OF BUSINESS      Staff Reports**

**A. Attorney**

Ms. Kobitter had nothing to report.

**B. Engineer**

There being no comments, the next item followed.

**C. District Manager's Report**

**i. Ratification of Funding Requests #14 through #15**

Ms. Burns presented Funding Requests #14 and #15 to the Board, noting that the Board is awaiting the motion to ratify.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, Funding Requests #14 through #15, were ratified.

**ii. Presentation of Funding Request #16**

Ms. Burns presented Funding Request #16 to the Board, and offered to answer any questions from the Board.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, Funding Requests #16, was approved.

**iii. Balance Sheet & Income Statement**

Ms. Burns noted that the financial statements through October were included in the package for review. No action was needed, though questions could be answered if anyone had any.

**FIFTEENTH ORDER OF BUSINESS      Other Business**

There being no comments, the next item followed.

**SIXTEENTH ORDER OF BUSINESS      Supervisors' Requests and Audience Comments**

There being no comments, the next item followed.

**SEVENTEENTH ORDER OF BUSINESS    Adjournment**

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION 4

# SECTION A

Schaller Preserve Community Development District  
Attn: Jill Burns, District Manager  
Governmental Management Services  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801

March 3<sup>rd</sup> 2026

Re: Schaller Preserve Community Development District

To the Schaller Preserve Community Development Board:

I would like to resign my position on the board effective immediately.

Thank you.

A handwritten signature in black ink, appearing to read "Michele Shapiro", written over a horizontal line.

Michele Shapiro

March 5, 2026

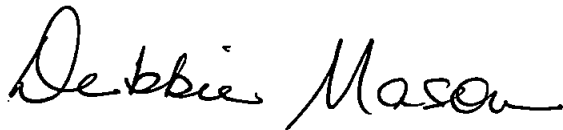
Schaller Preserve Community Development District  
Attn: Jill Burns, District Manager  
Governmental Management Services  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801

Re: Schaller Preserve Community Development District

To the Schaller Preserve Community Development Board:

I am resigning my position on the Board, effective immediately. Please contact me if you have any questions or require additional information.

Thank you,

A handwritten signature in black ink that reads "Debbie Mason". The signature is written in a cursive style with a large initial "D".

Deborah Mason

# SECTION C

**RESOLUTION 2026-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing an Assistant Secretary, and such other officers as the Board may deem necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. DISTRICT OFFICERS.** The following persons are elected to the offices shown:

Assistant Secretary \_\_\_\_\_

Assistant Secretary \_\_\_\_\_

**SECTION 2. CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** 24th day of March 2026

ATTEST:

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

# SECTION 5

## RESOLUTION 2026-05

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED ANNUAL MEETING SCHEDULE FOR THE REMAINING FISCAL YEAR 2026 MEETING DATES; RATIFYING STAFF'S ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Schaller Preserve Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

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

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

**WHEREAS**, the District Manager and District staff have taken the necessary steps to change the meeting location of the remaining Fiscal Year 2026 Board meetings and fulfilled the necessary noticing requirements in accordance with the above-referenced statute; and

**WHEREAS**, the Board desires to ratify all the actions taken by the District Manager and District staff in changing the meeting location of the remaining Fiscal Year 2026 Board meetings in accordance with Section 189.015, *Florida Statutes* and desires to adopt the amended Fiscal Year 2026 annual meeting schedule attached as **Exhibit A**.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Fiscal Year 2026 amended annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** The actions of the District Manager and District staff in re-noticing the remaining Fiscal Year 2026 Board meetings in accordance with Section 189.015, *Florida Statutes*, are hereby ratified and approved.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 24TH DAY OF FEBRUARY 2026.**

ATTEST:

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair / Vice Chair, Board of Supervisors

**Exhibit A:** Amended Fiscal Year 2026 Annual Meeting Schedule

**Exhibit A**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
AMENDED NOTICE OF MEETINGS FOR FISCAL YEAR 2025/2026  
[CHANGE IN MEETING LOCATION]**

Notice is hereby given that the Board of Supervisors (the “Board”) of the Schaller Preserve Community Development District will now hold their remaining regular meetings of Fiscal Year 2026 **on the fourth Tuesday of every month at 12:30 p.m.**, at the **Home2 Suites by Hilton Lakeland North I-4, 3610 Hopewell Avenue, Lakeland, Florida 33809**, unless otherwise indicated as follows:

February 24, 2026  
March 24, 2026  
April 28, 2026  
May 26, 2026  
June 23, 2026  
July 28, 2026  
August 25, 2026  
September 22, 2026

The meetings will be 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 such meetings. A copy of the agenda for these meetings may be obtained from the District Manager’s Office, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, by phone: (407) 841-5524, or by email: [jburns@gmscfl.com](mailto:jburns@gmscfl.com).

There may be occasions when one or more Supervisors or staff will participate by telephone. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the District Manager’s Office at least three (3) business days prior to the date of the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, or 1-800-955-8771 (TTY) / 1-800-955- 8770 (Voice), for aid in contacting the District.

Each person who decides to appeal any action taken at these meetings 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.

District Manager

# SECTION 6

**RESOLUTION 2026-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District Manager has, prior to June 15, 2026, prepared and submitted to the Board of Supervisors (“**Board**”) of the Schaller Preserve Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: June 23, 2026

HOUR: 12:30 P.M.

LOCATION: Home2 Suites By Hilton Lakeland North I-4  
3610 Hopewell Avenue  
Lakeland, Florida 33809

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County at least sixty (60) days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 24TH DAY OF MARCH 2026.**

ATTEST:

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Proposed Budget for Fiscal Year 2027

# SECTION 7

**RESOLUTION 2026-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR LANDOWNER ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Schaller Preserve Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*,” and the Board shall consist of five (5) members; and

**WHEREAS**, the District is statutorily required to hold its meeting of the landowners of the District for the purpose of electing Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.**

The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Scott Shapiro	November 2026
2	Mike Seney	November 2026
3	Debbie Mason	November 2028
4	Andy Mason	November 2028
5	Michele Shapiro	November 2026

This year, Seats 1, 2, and 5 are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for terms of four (4) years. The remaining candidate shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

**2. LANDOWNERS’ ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the following date, time and location:

DATE:  
TIME:

LOCATION:

**3. PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

**4. FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its March 24, 2026, meeting. A sample notice of landowners’ meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

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

**6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 24th day of March 2026.

ATTEST:

**SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**Composite Exhibit A:** Sample Notice of Landowners’ Meeting and Election, Instructions, Proxy, and Ballot Form

**NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE  
SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Schaller Preserve Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 203.0 acres, generally located on the north side of Saddle Creek Road approximately three miles east of its intersection with Combee Road, within Polk County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and each member individually, “**Supervisor**”).

DATE:  
TIME:  
LOCATION:

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Ph: (407) 841-5524 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one (1) vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one (1) vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in the meeting is asked to contact the District Manager’s Office, at least three (3) business days before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF THE  
SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE:

TIME:

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two (2) years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one (1) vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please that a particular parcel of real property is entitled to only one (1) vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one (1) acre or less, are together entitled to only one (1) vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two (2) candidates receiving the highest number of votes shall be elected for terms of four (4) years. The remaining candidate shall be elected for a term of two (2) years. The terms of office for the successful candidates shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one (1) of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the District to be held at \_\_\_\_\_, **on November \_\_\_\_, 2026, at \_\_\_\_\_ a/p.m.**, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**  
**LANDOWNERS' MEETING – NOVEMBER \_\_\_\_, 2026**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will serve four (4) year terms. The remaining candidate will serve a two (2) year term. All terms of office commence upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the District and described as follows:

Description	Acreage
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_  
(Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

# SECTION 8

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
ASSIGNMENT OF FISCAL YEAR 2026 FUNDING AGREEMENT**

This Assignment (“**Assignment**”) is made and entered into this \_\_\_ day of January 2026, and effective as of the last date executed by the parties (“**Effective Date**”), by and among:

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

**SADDLE CREEK ROAD INVESTORS, LLC**, a Florida limited liability company, with a mailing address of 4532 West Kennedy Boulevard, Suite 229, Tampa, Florida 33609 (“**Assignor**”); and

**LENNAR HOMES, LLC**, a Florida limited liability company, with a mailing address of 4301 W Boy Scout Blvd, Ste # 600, Tampa, FL 33607 (“**Assignee**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Assignor and the District previously entered into that certain *Schaller Preserve Community Development District Fiscal Year 2026 Funding Agreement*, dated October 1, 2025, attached hereto as **Exhibit A** and incorporated herein by reference (“**Agreement**”), in lieu of the District levying and collecting non-ad valorem assessments on the property within the District to fund the District’s Fiscal Year 2026 Budget, as defined in the Agreement; and

**WHEREAS**, pursuant to Section 6 of the Agreement, the Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other; and

**WHEREAS**, Assignor has transferred the Property, as defined in the Agreement, to Assignee or Assignee’s designated Land Bank; and

**WHEREAS**, the Assignor desires to assign all of its rights and obligations under the Agreement to the Assignee, and the Assignee desires to accept such assignment and assume all obligations thereunder, and the District hereby consents to such assignment; and

**WHEREAS**, upon assignment of the Agreement, the Assignee shall assume responsibility for the terms of use provided pursuant to the 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 Assignee and the Assignor agree as follows:

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

2) **ASSIGNMENT OF AGREEMENT.**

- a) The Assignor hereby assigns, transfers and conveys to the Assignee all of the Assignor's rights and obligations under the Agreement as of the Effective Date, which obligations will terminate with respect to the portion of the Property fully platted upon the District levying operation and maintenance non-ad valorem assessments ("**O&M Assessments**") on the platted Property and the District certifying the O&M Assessments for collection on the Polk County tax roll pursuant to Section 197.3632, *Florida Statutes* or electing to directly collect such platted Property assessments. The Assignor represents and warrants that: (a) it has full power and authority to assign its rights and obligations under the Agreement; (b) this Assignment has been duly authorized by all necessary action; (c) the Agreement is in full force and effect and has not been amended, modified, or terminated; (d) the Assignor is not in default under the Agreement; and (e) there are no claims, liens, or encumbrances affecting the Agreement or the obligations being assigned.
- b) The Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the Assignor's obligations under the Agreement as of the Effective Date. The Assignee represents and warrants that: (a) it has full power and authority to accept this assignment and assume the obligations under the Agreement; (b) this Assignment has been duly authorized by all necessary action; (c) it has the financial capability and resources to perform all obligations under the Agreement; and (d) the execution and performance of this Assignment does not violate any agreement, law, or court order to which it is subject.
- c) The District hereby consents to this Assignment. From and after the Effective Date, the Assignor shall be released and discharged from all obligations under the Agreement on and after the Effective Date, and the Assignee shall be solely responsible for all such obligations after the Effective Date. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the District and the Assignee after the Effective Date.

3) **NOTICES.** Upon this Assignment, all notices, demands, requests, and other communications required or permitted under the Agreement shall be in writing and shall be deemed duly given when: (a) delivered personally; (b) sent by registered or certified mail, return receipt requested, postage prepaid; (c) sent by recognized overnight courier service; or (d) sent by email with confirmation of receipt. Notices shall be delivered to the parties at the following addresses (or to such other address as a party may designate by written notice):

**If to the Assignee:**

Lennar Homes, LLC  
4301 W Boy Scout Blvd, Suite #600  
Tampa, FL 33607  
Attn: Kelly Evans \_\_\_\_\_

**If to the District:**

Schaller Preserve Community Development District  
c/o Governmental Management Services – CF, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With copy to:**

Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**4) EXECUTION IN COUNTERPARTS.** This Assignment may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument.

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

**ACKNOWLEDGED BY:**

**ASSIGNOR:**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**SADDLE CREEK ROAD INVESTORS, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
By: Michael Seney  
Its: Vice Chairperson, Board of Supervisors  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Scott Shapiro  
Its: Manager  
Date: \_\_\_\_\_

**ASSIGNEE:**

**LENNAR HOMES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A:** *Schaller Preserve Community Development District Fiscal Year 2026 Funding Agreement, dated October 1, 2025*

**EXHIBIT A**

*Schaller Preserve Community Development District Fiscal Year 2026 Funding Agreement, dated  
October 1, 2025*

*[Attached beginning at following page.]*

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2026 FUNDING AGREEMENT**

This agreement (“**Agreement**”) is made effective this 1st day of October 2025, by and between:

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and

**SADDLE CREEK ROAD INVESTORS, LLC**, a Florida limited liability company, with a mailing address of 4532 West Kennedy Boulevard, Suite 229, Tampa, Florida 33609 (“**Developer**”).

**RECITALS**

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

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

**WHEREAS**, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (“**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 beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026 Budget**”); and

**WHEREAS**, this Fiscal Year 2026 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 District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2026 Budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

**WHEREAS**, Developer and 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 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 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 Fiscal Year 2026 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. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** 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 this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2026 Budget" in the public records of Polk County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2026 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title 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 the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. 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. The 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, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **AGREEMENT; AMENDMENTS.** 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.

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

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

7. **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 in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** 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 the 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, the 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. The Developer shall give ninety (90) days' prior written notice to the District of any such sale or disposition.

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

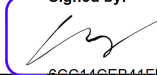
10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of 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.

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

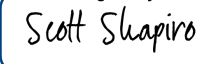
*[Signatures on following page]*

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

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

Signed by:  
  
6CC14CEB41FF412...  
By: Mike Seney  
Its: Vice Chairman

**SADDLE CREEK ROAD INVESTORS,  
LLC, a Florida limited liability company**

DocuSigned by:  
  
E20F905D8C5D410...  
By: Scott Shapiro  
Its: Manager

- EXHIBIT A:** Property Description
- EXHIBIT B:** Fiscal Year 2026 Budget

**EXHIBIT A: Property Description**

**LEGAL DESCRIPTION  
(by GeoPoint Surveying, Inc)**

**A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:**

**BEGIN at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the POINT OF BEGINNING.**

**Containing 203.000 acres,**

***Schaller Preserve***  
***Community Development District***

***Adopted Budget***  
***FY2026***



# Table of Contents

**1** General Fund

**2-4** General Fund Narrative

**Schaller Preserve**  
**Community Development District**  
**Adopted Budget**  
**General Fund**

Description	Adopted Budget FY2025	Actuals Thru 4/30/25	Projected Next 5 Months	Projected Thru 9/30/25	Adopted Budget FY2026
<b>Revenues</b>					
Developer Contributions	\$ 183,850	\$ 6,000	\$ 67,221	\$ 73,221	\$ 386,752
<b>Total Revenues</b>	<b>\$ 183,850</b>	<b>\$ 6,000</b>	<b>\$ 67,221</b>	<b>\$ 73,221</b>	<b>\$ 386,752</b>
<b>Expenditures</b>					
<i>General &amp; Administrative</i>					
Supervisor Fees	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000
FICA Expenses	\$ -	\$ -	\$ -	\$ -	\$ 918
Engineering	\$ 15,000	\$ -	\$ 6,250	\$ 6,250	\$ 15,000
Attorney	\$ 25,000	\$ 1,637	\$ 10,417	\$ 12,054	\$ 25,000
Annual Audit	\$ 4,000	\$ 3,000	\$ -	\$ 3,000	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 4,100	\$ -	\$ -	\$ -	\$ 4,500
Management Fees	\$ 37,500	\$ -	\$ 15,625	\$ 15,625	\$ 37,500
Information Technology	\$ 1,800	\$ -	\$ 750	\$ 750	\$ 1,800
Website Maintenance	\$ 1,200	\$ -	\$ 500	\$ 500	\$ 1,200
Postage & Delivery	\$ 1,000	\$ -	\$ 417	\$ 417	\$ 1,000
Insurance	\$ 5,000	\$ 5,408	\$ -	\$ 5,408	\$ 6,584
Copies	\$ 1,000	\$ -	\$ 417	\$ 417	\$ 1,000
Legal Advertising	\$ 10,000	\$ 992	\$ 4,167	\$ 5,159	\$ 10,000
Other Current Charges	\$ 5,000	\$ 290	\$ 2,083	\$ 2,373	\$ 5,000
Office Supplies	\$ 625	\$ -	\$ 260	\$ 260	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 133,850</b>	<b>\$ 11,502</b>	<b>\$ 40,885</b>	<b>\$ 52,387</b>	<b>\$ 136,752</b>
<i>Operations &amp; Maintenance</i>					
Field Contingency	\$ 50,000	\$ -	\$ 20,833	\$ 20,833	\$ 250,000
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 20,833</b>	<b>\$ 20,833</b>	<b>\$ 250,000</b>
<b>Total Expenditures</b>	<b>\$ 183,850</b>	<b>\$ 11,502</b>	<b>\$ 61,719</b>	<b>\$ 73,221</b>	<b>\$ 386,752</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ (5,502)</b>	<b>\$ 5,502</b>	<b>\$ -</b>	<b>\$ -</b>

# Schaller Preserve

## Community Development District

### General Fund Narrative

#### **Revenues:**

##### Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

#### **Expenditures:**

##### **General & Administrative:**

##### Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

##### FICA Expenses

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

##### Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

##### Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

##### Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

##### Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

# **Schaller Preserve**

## **Community Development District**

### **General Fund Narrative**

#### Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

#### Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Telephone

Telephone and fax machine.

#### Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverages.

#### Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

# Schaller Preserve

## Community Development District

### General Fund Narrative

#### Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

#### Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

#### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

#### **Operations & Maintenance:**

##### Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

# SECTION 9

**DEVELOPER’S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of Lennar Homes, LLC (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, as \_\_\_\_\_ and authorized representative for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Schaller Preserve Community Development District (“**District**”) to accept an assignment of the Contractor Agreement (defined below).
  
- (ii) The agreement (“**Contractor Agreement**”) between Developer and Tucker Paving, Inc. (“**Contractor**”), dated \_\_\_\_\_, 202\_\_, including all change orders approved to date, and attached hereto as **Exhibit A**, either
  - a. X was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
  - b. \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District’s acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

- (v) The Contractor has:
  - a. X furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or
  - b. \_\_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or

c. \_\_\_\_\_ Developer will furnish a demand note agreement in satisfactory form to the District.

(vi) Developer

a. X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or

b. \_\_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**Lennar Homes, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Lennar Homes, LLC, who  is personally known to me or  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

**Schaller Preserve  
Community Development District**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Chairman, Board of Supervisors

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by Scott Shapiro, Chairperson of the Schaller Preserve Community Development District, who  is personally known to me or  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

**EXHIBIT A  
CONTRACTOR AGREEMENT**

*[Attached beginning at following page.]*

**EXHIBIT B**  
**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF**  
**ASSIGNMENT AND RELEASE**  
**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Tucker Paving, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement between Lennar Homes, LLC and Contractor dated \_\_\_\_\_, 202\_\_ ("**Contractor Agreement**"), has been assigned to the Schaller Preserve Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
  
- (ii) Contractor represents and warrants that either:
  - a.  Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  
  - b. \_\_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
  
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
  
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_ day of \_\_\_\_\_ 202\_\_.

**TUCKER PAVING, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Tucker Paving, Inc., who  is personally known to me or  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)  
SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**1. ASSIGNMENT.** This Addendum applies to that certain Contract between the Schaller Preserve Community Development District (“**District**”) and Tucker Paving, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida’s Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

**5. INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract,

the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.

d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.

i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**7. PUBLIC RECORDS.** Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM.**

**8. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida

Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**9. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Schaller Preserve Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC  
517 E. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

**10. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

**14. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**15. FOREIGN INFLUENCE.** Upon the Assignment, Contractor understands that under section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

**16. E-VERIFY REQUIREMENTS.** Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Contract immediately for cause if there is a good faith belief that Contractor has knowingly violated section 448.091, *Florida Statutes*. If Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Contract, Contractor represents that no public employer has terminated a contract with Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

**17. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

**TUCKER PAVING, INC.,**  
a Florida corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**SCHALLER PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Scott Shapiro  
Its: Chairman, Board of Supervisors

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statements
- Exhibit D:** Discrimination Statement
- Exhibit E:** Anti-Human Trafficking Affidavit
- Exhibit F:** Performance Bond
- Exhibit G:** Payment Bond

**EXHIBIT A**  
**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,**  
**REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR**  
**SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS**  
**LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Schaller Preserve Community Development District by \_\_\_\_\_ (print individual's name and title) for Tucker Paving, Inc. (print name of entity submitting sworn statement) whose business address is 5658 Lucerne Park Road, Winter Haven, Florida 33881.
  
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
  
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Lennar Homes, LLC to the Schaller Preserve Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
  
4. The entity will immediately notify the Schaller Preserve Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature by authorized representative of Contractor

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Tucker Paving, Inc.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

(SEAL)

**EXHIBIT B**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Schaller Preserve Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for Tucker Paving, Inc., (“Contractor”), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor’s business address is 5658 Lucerne Park Road, Winter Haven, Florida 33881.
4. Contractor’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
N/A.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_ of Tucker Paving, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did  or did not  take the oath.

\_\_\_\_\_  
Notary Public, State of Florida



**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Contractor: **TUCKER PAVING, INC.**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_ of Tucker Paving, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Notary Public, State of Florida

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**EXHIBIT D**  
**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,**  
**ON DISCRIMINATION**  
**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Schaller Preserve Community Development District.
2. I, \_\_\_\_\_ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for Tucker Paving, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 5658 Lucerne Park Road, Winter Haven, Florida 33881.
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_ of Tucker Paving, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**EXHIBIT E**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, \_\_\_\_\_, as \_\_\_\_\_, on behalf of Tucker Paving, Inc., a Florida corporation (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**Tucker Paving, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me  physical presence or  remote notarization by \_\_\_\_\_, as \_\_\_\_\_, of Tucker Paving, Inc., who is  personally known to me or  who produced \_\_\_\_\_ as identification this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Public

**EXHIBIT F**  
**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address and Phone Number):

Tucker Paving, Inc.  
5658 Lucerne Park Road  
Winter Haven, Florida 33881  
Phone: \_\_\_\_\_

SURETY (Name and Address of Principal Place of Business  
and Phone Number):

OWNER: Schaller Preserve Community Development District  
c/o GMS – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Phone: (407) 841-5524

CONTRACT

Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description (Name and Location): Schaller Preserve Community Development District – Phase 1 – Polk County, Florida

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount: \$ \_\_\_\_\_

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Tucker Paving, Inc.

SURETY

Signature: \_\_\_\_\_ (Seal)

Name and Title: \_\_\_\_\_

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties,  
if required.)

Attest: \_\_\_\_\_

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Signature: \_\_\_\_\_ (Seal)

Name and Title:

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of

the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**EXHIBIT G  
PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address and Phone Number):

Tucker Paving, Inc.  
5658 Lucerne Park Road  
Winter Haven, Florida 33881  
Phone: \_\_\_\_\_

SURETY (Name and Address of Principal Place of Business  
and Phone Number):

OWNER: Schaller Preserve Community Development District  
c/o GMS – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Phone: (407) 841-5524

CONTRACT

Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description (Name and Location): Schaller Preserve Community Development District –Construction Phase 1 – Polk County, Florida

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount: \$ \_\_\_\_\_

Modifications to this Bond Form:

This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Tucker Paving, Inc.

SURETY

Signature: \_\_\_\_\_ (Seal)

Name and Title: \_\_\_\_\_

\_\_\_\_\_ (Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties,  
if required.)

Attest: \_\_\_\_\_

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Signature: \_\_\_\_\_ (Seal)

Name and Title: \_\_\_\_\_

\_\_\_\_\_ (Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone**

**Surety Agency or Broker:**

**Owner's Representative (engineer or other party):**

# SECTION 10

**RESOLUTION 2026-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$3,980,000 SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2026 (ASSESSMENT AREA ONE PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Schaller Preserve Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, situated entirely within Polk County, Florida; and

**WHEREAS**, the District previously adopted Resolutions No. 2022-26 and 2026-01 on May 24, 2022, and December 2, 2025, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of its Schaller Preserve Community Development District \$3,980,000 Special Assessment Bonds, Series 2026 (Assessment Area One Project) (the “**Series 2026 Bonds**”), for the purpose of financing the acquisition and/or construction of all or a portion of the public infrastructure necessary for the Assessment Area One Project (the “**Assessment Area Two Project**”), as described in the *Engineer’s Report for Capital Improvements*, dated May 24, 2022, as supplemented by the *Supplemental Engineer’s Report for Capital Improvements*, dated October 24, 2025 (together, the “**Engineer’s Report**”); and

**WHEREAS**, the District closed on the issuance of the Series 2026 Bonds on March 19, 2026; and

**WHEREAS**, as prerequisites to the issuance of the Series 2026 Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Assessment Consultant, District Counsel and Bond Counsel (“**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2026 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The issuance of the Series 2026 Bonds, the adoption of resolutions relating to such Series 2026 Bonds, and all actions taken in the furtherance of the closing on such Series 2026 Bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

**SECTION 2.** The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2026 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2026 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 24th day of March 2026.

ATTEST:

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairperson, Board of Supervisors

# SECTION 11

This instrument was prepared by and upon recording should be returned to:

Lauren Gentry, Esq.  
Kilinski |Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301

(This space reserved for Clerk)

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**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>  
Schaller Preserve Community Development District**

**Scott Shapiro**  
Chairperson

**Michael Seney**  
Vice Chairperson

**Andy Mason**  
Assistant Secretary

**Debbie Mason**  
Assistant Secretary

**Michele Shapiro**  
Assistant Secretary

District Manager  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Tel: (407) 841-5524  
**(“District Manager’s Office”)**

District records are on file at the District Manager’s Office and are available for public inspection upon request during normal business hours.

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of March 17, 2026. For a current list of Board Members, please contact the District Manager’s Office.

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**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN  
BY THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**INTRODUCTION**

On behalf of the Schaller Preserve Community Development District (“**District**”), the following information is provided to give you a description of the District’s services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”). Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents, as well as filed in the property records of each county in which the District is located.

**WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?**

The District was established by Ordinance No. 2022-037, adopted by the Board of County Commissioners of Polk County, Florida, on May 17, 2022, effective May 19, 2022. The District boundaries encompass approximately 203 acres within Polk County, Florida, as described in **Exhibit A** hereto. The development plan for the lands within the District includes approximately 415 single-family residential units to be constructed in two (2) phases. As a local unit of special-purpose government, the District provides an alternate means for planning, financing, constructing, operating, and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**” and, individually, “**Supervisors**”), the members of which must be residents of the State of Florida and citizens of the United States. Within ninety (90) days of appointment of the initial Board, members were elected on an at-large basis by the owners of property within the District. Subsequent landowner elections are then held every two (2) years in November. At the landowner elections, and generally stated, each landowner is entitled to cast one (1) vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one (1) vote per platted lot. Commencing six (6) years after the initial appointment of the members of the Board and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring shall begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection at the District Manager’s Office during normal business hours.

## OVERVIEW OF THE DISTRICT'S PROJECTS, BONDS, & DEBT ASSESSMENTS

The District is authorized by the Act to, amongst other things, finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management systems, roadway improvements, on-site and off-site wetland mitigation, landscape/hardscape, parks and recreation facilities, irrigation systems, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes, and/or other specific financing mechanisms payable from such special assessments. On August 8, 2022, the Tenth Judicial Circuit in and for Polk County, Florida, entered a Final Judgment Validating Bonds and Assessments validating the authority of the District to issue up to \$20,000,000 in aggregate principal amount of Schaller Preserve Community Development District Special Assessment Bonds in one or more series for infrastructure needs of the District (“**Final Judgment**”). The Tenth Judicial Circuit of Florida, in and for Polk County, Florida, entered a Certificate of No Appeal on September 14, 2022, certifying that no notice of appeal has been filed or taken by any party or other person from the Final Judgment.

### ***Capital Improvement Plan / Master Bonds & Assessments***

In 2022, the District authorized the construction and/or financing of its master capital improvement plan (“**CIP**”). The CIP includes, among other things, a master stormwater management system; roadways; offsite improvements; utilities (water, sewer, re-use, and street lighting); entry feature, landscaping, and signage; parks and recreational facilities; and soft costs. The CIP is estimated to cost approximately **\$16,987,800** (the “**Master Improvement Plan**”) and is described in more detail in the *Engineer’s Report for Capital Improvements*, dated May 24, 2022, as supplemented by the *Supplemental Engineer’s Report for Capital Improvements*, dated October 24, 2025 (together, the “**Engineer’s Report**”).

The District anticipates financing all or a portion of the CIP by the issuance of one or more series of future special assessment revenue bonds (“**Master Bonds**”). To secure the repayment of such Master Bonds, the District has levied and imposed one or more non-ad valorem debt service special assessment liens (“**Master Assessments**”) on certain benefitted lands within the District. The Master Assessments are further described in the *Master Assessment Methodology for Schaller Preserve Community Development District*, dated May 24, 2022 (“**Master Assessment Methodology**”). A notice of the master assessment lien imposed consistent with the Master Assessment Methodology has been recorded in the Official Records of Polk County. The Master Assessment Methodology and the reports that supplement it are designed to conform to the requirements of Chapters 170, 190, and 197, *Florida Statutes*, and are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

Allocation of special assessments is a continuous process until the CIP is completed. As a master series of interrelated improvements, the CIP benefits all developable acres within the District. Once platting has begun, the assessments will be allocated to the assigned properties based on the benefits they receive as set forth herein (“**Assigned Properties**”). The unassigned properties, defined as property that has not been platted and assigned development rights, shall continue to be assessed on a per-acre (equal acreage) basis (“**Unassigned Properties**”). Eventually the development plan shall be completed, and the assessments securing each series of bonds shall be allocated to the benefitted property within the District. If there are changes to the development plan causing a change in the ultimate number of platted units, a true-up of the assessment(s) shall be calculated to determine if a debt reduction or true-up payment is required.

***Assessment Area One Project / Series 2026 Bonds***

The District has authorized the construction and/or acquisition of its “**Assessment Area One Project**” as the first phase of the CIP. On March 19, 2026, the District issued \$3,980,000 Schaller Preserve Community Development District Special Assessment Bonds, Series 2026 (Assessment Area One Project) (“**Series 2026 Bonds**”), for the purpose of financing a portion of the Assessment Area One Project. The amortization schedules for the Series 2026 Bonds are available at the District Manager’s Office. The Assessment Area One Project is anticipated to cost \$12,364,200.00 and is described in the Engineer’s Report. The area encompassed by the Assessment Area One Project is anticipated to contain a total of two hundred four (204) residential units, all as more specifically described in the Engineer’s Report.

The Series 2026 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (“**Series 2026 Special Assessments**”) on all lands within the approximately 169.020 acres comprising “**Assessment Area One**,” as described in **Exhibit B** hereto. The Series 2026 Special Assessments are further described in the *Supplemental Assessment Methodology for the Assessment Area One Project*, dated March 12, 2026 (“**Supplemental Assessment Report**”). It is anticipated that the Series 2026 Special Assessments shall be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property, but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager’s Office.

The Series 2026 Special Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees, and charges is available for public inspection at the District Manager’s Office.

The allocation of the Series 2026 Special Assessments is provided below:

<b><i>Series 2026 Special Assessments</i></b>			
<b>Product Type</b>	<b>No. of Units</b>	<b>Gross Annual Series 2026 Bond Assessment per Unit*</b>	<b>Total Series 2026 Par Debt Per Unit</b>
Single Family 40’	138	\$1,322.18	\$17,995.15
Single Family 50’	66	\$1,666.16	\$22,676.81

*\*Note: The annual debt assessment per unit amounts are subject to a collection fee and early payment discounts when collected on the Polk County tax bill and are accordingly reflected in these estimated amounts.*

***Operation and Maintenance Assessments***

In addition to the debt assessment described above, the District also imposes on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Manager’s Office for more information regarding the allocation of O&M Assessments.

### ***Future Improvements and Assessments***

Should the District choose to finance additional portions of its CIP in the future, additional debt assessments may be imposed on property within the District. Such additional assessments shall be allocated in a manner consistent with the Master Assessment Methodology.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*. Further information regarding any of the improvements can be obtained from the engineer's reports on file in the District Manager's Office. Further, a detailed description of all costs and allocations that result in the formulation of assessments, fees, and charges is available for public inspection at the District Manager's Office.

### **METHODS OF COLLECTION**

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions which are on file at the District Manager's Office. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes (the "**Uniform Method**"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners shall, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method shall be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager's Office for further information regarding collection methods.

This description of the District's operations, services, and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of communities. If you have questions or would like additional information about the District, please write to: Schaller Preserve Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 Attn: District Manager, or call (407) 841-5524.

**IN WITNESS WHEREOF**, this *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Schaller Preserve Community Development District* has been executed to be effective as of the \_\_\_ day of March 2026, and recorded in the Official Records of Polk County, Florida.

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Scott Shapiro, Chairperson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me [ ] in person or [ ] by means of remote notarization this \_\_\_\_\_ day of March 2026, by Scott Shapiro, as Chairperson of the Schaller Preserve Community Development District, who [ ] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification, and did not take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

- Exhibit A:** CDD Boundary Legal Description
- Exhibit B:** Assessment Area One Boundary Legal Description

**Exhibit A**

CDD Boundary Legal Description

LEGAL DESCRIPTION  
(by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West ¼ of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the POINT OF BEGINNING.

Containing 203.000 acres

**Exhibit B**

Assessment Area One Boundary Legal Description

**DESCRIPTION:** SHALLER PRESERVE PHASE 1 (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the **POINT OF BEGINNING**.

Containing 203.000 acres, more or less.

**LESS AND EXCEPT:** PHASE 2 (NORTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the East boundary thereof, N.00°18'13"W., a distance of 435.01 feet to the **POINT OF BEGINNING** PHASE 2 (NORTH); thence S.36°40'47"W., a distance of 1.78 feet; thence Southwesterly, 329.69 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 34°39'36" (chord bearing S.54°00'35"W., 324.68 feet); thence Northerly, 52.72 feet along the arc of a non-tangent curve to the left having a radius of 760.82 feet and a central angle of 03°58'13" (chord bearing N.15°50'56"W., 52.71 feet); thence N.17°43'30"W., a distance of 112.39 feet; thence S.71°28'27"W., a distance of 10.62 feet; thence S.72°16'30"W., a distance of 79.38 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.62°43'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 40.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.27°16'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 90.00 feet; thence N.17°43'30"W., a distance of 65.21 feet; thence Northwesterly, 230.99 feet along the arc of a tangent curve to the left having a radius of 535.00 feet and a central angle of 24°44'17" (chord bearing N.30°05'39"W., 229.20 feet); thence Northwesterly, 297.19 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 31°49'39" (chord bearing N.26°32'58"W., 293.38 feet); thence N.10°38'09"W., a distance of 661.23 feet;

thence N.79°21'51"E., a distance of 90.00 feet; thence Easterly, 26.83 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing S.69°53'17"E., 25.56 feet); thence N.79°21'51"E., a distance of 46.06 feet; thence Northeasterly, 26.83 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing N.48°36'59"E., 25.56 feet); thence N.79°21'51"E., a distance of 95.00 feet; thence S.10°38'09"E., a distance of 661.24 feet; thence Southeasterly, 144.31 feet along the arc of a non-tangent curve to the left having a radius of 257.32 feet and a central angle of 32°07'54" (chord bearing S.26°31'59"E., 142.42 feet); thence Southeasterly, 294.07 feet along the arc of a non-tangent curve to the right having a radius of 812.82 feet and a central angle of 20°43'45" (chord bearing S.32°05'27"E., 292.47 feet); thence Northeasterly, 165.71 feet along the arc of a non-tangent curve to the left having a radius of 260.86 feet and a central angle of 36°23'48" (chord bearing N.51°23'03"E., 162.93 feet); thence N.36°37'30"E., a distance of 477.20 feet; thence N.30°30'58"E., a distance of 26.01 feet; thence N.28°24'02"E., a distance of 274.10 feet; thence Northeasterly, 47.12 feet along the arc of a non-tangent curve to the left having a radius of 319.25 feet and a central angle of 08°27'21" (chord bearing N.23°41'10"E., 47.07 feet); thence N.21°09'18"E., a distance of 366.18 feet; thence S.68°50'42"E., a distance of 285.00 feet; thence S.21°09'18"W., a distance of 380.94 feet; thence Southwesterly, 68.38 feet along the arc of a non-tangent curve to the right having a radius of 545.04 feet and a central angle of 07°11'17" (chord bearing S.24°48'22"W., 68.33 feet); thence S.28°24'02"W., a distance of 277.88 feet; thence Southwesterly, 78.75 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 08°16'45" (chord bearing S.32°32'25"W., 78.68 feet); thence S.36°40'47"W., a distance of 478.18 feet to the **POINT OF BEGINNING**.

Containing 17.484 acres, more or less.

**LESS AND EXCEPT: PHASE 2 (SOUTH) (By GeoPoint Surveying, Inc.)**

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the South boundary of the Northwest 1/4 of said Section 6, S.89°26'52"E., a distance of 696.90 feet to the **POINT OF BEGINNING** PHASE 2 (SOUTH); thence N.02°07'19"W., a distance of 92.51 feet; thence N.57°45'40"W., a distance of 76.74 feet; thence Northwesterly, 161.90 feet along the arc of a tangent curve to the right having a radius of 160.00 feet and a central angle of 57°58'30" (chord bearing N.28°46'25"W., 155.08 feet); thence N.00°12'50"E., a distance of 46.06 feet; thence N.89°47'10"W., a distance of 100.00 feet; thence N.00°12'50"E., a distance of 160.00 feet; thence S.89°47'10"E., a distance of 97.90 feet; thence N.00°12'50"E., a distance of 146.75 feet; thence S.89°47'10"E., a distance of 735.00 feet; thence S.00°12'50"W., a distance of 280.00 feet; thence N.89°47'10"W., a distance of 180.00 feet; thence N.00°12'50"E., a distance of 95.00 feet; thence Northwesterly, 7.85 feet along the arc of a tangent curve to the left having a radius of 5.00 feet and a central angle of 90°00'00" (chord bearing N.44°47'10"W., 7.07 feet); thence N.89°47'10"W., a distance of 467.90 feet; thence S.00°12'50"W., a distance of 172.81 feet; thence Southeasterly, 80.95 feet along the arc of a tangent curve to the left having a radius of 80.00 feet and a central angle of 57°58'30" (chord bearing S.28°46'25"E., 77.54 feet); thence S.57°45'40"E., a distance of 185.86 feet; thence N.89°31'29"E., a distance of 24.85 feet; thence N.87°52'41"E., a distance of 259.93 feet; thence S.02°07'19"E., a distance of 109.07 feet;

thence N.87°52'41"E., a distance of 135.00 feet; thence S.02°07'19"E., a distance of 290.00 feet; thence S.87°52'41"W., a distance of 70.00 feet; thence S.02°07'19"E., a distance of 57.85 feet; thence S.39°52'33"W., a distance of 67.29 feet; thence S.01°58'47"E., a distance of 128.07 feet; thence S.87°52'41"W., a distance of 834.66 feet; thence Westerly, 104.66 feet along the arc of a tangent curve to the left having a radius of 260.00 feet and a central angle of 23°03'51" (chord bearing S.76°20'46"W., 103.96 feet); thence S.64°59'06"W., a distance of 49.69 feet; thence Westerly, 165.03 feet along the arc of a non-tangent curve to the right having a radius of 540.00 feet and a central angle of 17°30'36" (chord bearing S.74°54'27"W., 164.39 feet); thence N.06°52'05"W., a distance of 115.20 feet; thence S.85°34'30"W., a distance of 17.17 feet; thence N.04°36'38"W., a distance of 49.65 feet; thence Easterly, 13.54 feet along the arc of a non-tangent curve to the left having a radius of 158.28 feet and a central angle of 04°54'06" (chord bearing N.85°16'19"E., 13.54 feet); thence N.06°36'45"W., a distance of 115.01 feet; thence Easterly, 89.28 feet along the arc of a non-tangent curve to the left having a radius of 260.00 feet and a central angle of 19°40'26" (chord bearing N.74°39'09"E., 88.84 feet); thence N.64°48'56"E., a distance of 37.10 feet; thence Easterly, 217.36 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 23°03'45" (chord bearing N.76°20'49"E., 215.89 feet); thence N.87°52'41"E., a distance of 395.00 feet; thence N.02°07'19"W., a distance of 258.75 feet to the **POINT OF BEGINNING**.

Containing 16.497 acres, more or less.

Total net acreage for Schaller Preserve Phase 1 is 169.020 acres, more or less.

# SECTION 12

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Lauren Gentry, Esq.  
Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS**

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS** (the “**Assignment**”) is made and entered into this \_\_\_\_ day of March 2026, by and between:

**LENNAR HOMES, LLC**, a Florida limited liability company, and the developer of Assessment Area One within the District, with a mailing address of 4301 W. Boy Scout Boulevard, Suite 600, Tampa, Florida 33607 (together with its successors and assigns, the “**Development Manager**”); and

**MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company, the landowner of Assessment Area One within the District, with a mailing address of 501 Office Center Drive, Suite 350, Fort Washington, Pennsylvania 19034 (together with its successors and assigns, the “**Landowner**”); and

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located within Polk County, Florida, with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**,” and together with the Development Manager and the Landowner, each a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance enacted by the Board of County Commissioners of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

**WHEREAS**, the Landowner is the owner of certain lands in Polk County, Florida, located within the boundaries of the District, upon which the District plans to construct the Assessment Area One Project as defined herein, which property description is attached hereto as **Exhibit A** and is incorporated herein by this reference (“**Assessment Area One**”); and

**WHEREAS**, the Development Manager is developing, in conjunction with the Landowner, Assessment Area One and holds certain Development and Contract Rights (as defined herein); and

**WHEREAS**, the Landowner is not currently expected to hold any Development and Contract Rights related to Assessment Area One, but consents and agrees to the terms of this Assignment to the extent of its interest therein; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in its *Engineer's Report for Capital Improvements*, dated May 24, 2022, as supplemented by the *Supplemental Engineer's Report for Capital Improvements*, dated October 24, 2025 (the "**Engineer's Report**" and the improvements detailed therein, the "**Capital Improvement Plan**," the portion of which benefiting Assessment Area One being the "**Assessment Area One Project**"),

**WHEREAS**, the Assessment Area One Project is estimated to cost approximately \$12,364,200; and

**WHEREAS**, a Final Judgment was issued on August 8, 2022, validating the authority of the District to issue up to \$20,000,000 in aggregate principal amount of Schaller Preserve Community Development District Special Assessment Bonds to finance certain improvements and facilities within and without the District boundaries; and

**WHEREAS**, the District is presently in the process of issuing its \$3,980,000 Special Assessment Bonds, Series 2026 (Assessment Area One Project) (the "**Series 2026 Bonds**") to finance a portion of the Assessment Area One Project, and such bonds are being issued pursuant to that certain Master Trust Indenture dated as of March 1, 2026 (the "**Master Indenture**"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), as supplemented by a First Supplemental Trust Indenture dated as of March 1, 2026 (the "**First Supplemental Indenture**," and with the Master Indenture, the "**Indenture**"); and

**WHEREAS**, the Assessment Area One Project will benefit all lands within the District, including Assessment Area One, as described in the District's *Master Assessment Methodology for Schaller Preserve Community Development District*, dated May 24, 2022 (the "**Master Assessment Report**"), as supplemented by the District's *First Supplemental Assessment Methodology for the Phase One Project*, dated March 12, 2026 (the "**Supplemental Assessment Report**" and together with the Master Assessment Report, the "**Assessment Report**") as well as set forth in the Engineer's Report; and

**WHEREAS**, the District has taken the steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2026 Bonds; and

**WHEREAS**, the District's special assessments securing the Series 2026 Bonds (the "**Series 2026 Special Assessments**") are imposed on lands within Assessment Area One as more specifically described in Resolutions 2022-27, 2022-28, 2022-36 and 2026-02 (collectively, the "**Assessment Resolutions**"); and

**WHEREAS**, the Development Manager has acquired, or hereafter may acquire, certain rights (the “**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Assessment Area One Project (collectively, the “**Contract Documents**”); and

**WHEREAS**, the District, the Development Manager, and the Landowner anticipate development of Assessment Area One, and the allocation of Series 2026 Special Assessments thereon, consistent with the Supplemental Engineer’s Report and the Supplemental Assessment Report relating to the Assessment Area One Project until such time as the final platting of Assessment Area One (and the payment of any true-up amounts due and securing the Series 2026 Bonds) is completed (the “**Development Completion**”); and

**WHEREAS**, in the event of default in the payment of the Series 2026 Special Assessments securing the Series 2026 Bonds, the District has certain remedies with respect to the lien of the Series 2026 Special Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (the “**Remedial Rights**”); and

**WHEREAS**, as inducement to the District to issue the Series 2026 Bonds, it is necessary to require the collateral assignment of the Development and Contract Rights for Assessment Area One to complete the Assessment Area One Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Supplemental Assessment Report allocable to Assessment Area One; and

**WHEREAS**, this Assignment is not intended to impair or interfere with the development of the Assessment Area One Project, as anticipated by and at substantially the densities and intensities envisioned in the Supplemental Engineer’s Report and the Supplemental Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Series 2026 Special Assessments levied against Assessment Area One owned by the Landowner; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment; and

**WHEREAS**, in the event of a transfer, conveyance or sale of any portion of Assessment Area One, successors-in-interest (including successors in interest that are affiliates of the Development Manager or Landowner) to Assessment Area One shall be subject to this Assignment, which shall be recorded in the Official Records of Polk County, Florida, except as to Prior Transfers (defined below); and

**WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Capital Improvement Plan, including the Assessment Area One Project; and

**WHEREAS**, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the occurrence of certain events described herein.

**NOW, THEREFORE,** in consideration of the above recitals which the Parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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

**2. COLLATERAL ASSIGNMENT.**

(a) In the event of the Landowner's default in the payment of the Series 2026 Special Assessments securing the Series 2026 Bonds, the District shall be entitled to exercise its Remedial Rights to secure control and/or title to Assessment Area One. Such exercise of Remedial Rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity to hold title to Assessment Area One, as designee of the District. The Development Manager and the Landowner hereby agree to unconditionally collaterally assign to the District or its designee, to the extent assignable, and to the extent that they are owned or controlled by the Development Manager and the Landowner, all of its Development and Contract Rights as security for the Landowner's payment and performance and discharge of its obligation to pay the Series 2026 Special Assessments levied against Assessment Area One. Notwithstanding any contrary terms in this Assignment: the Development and Contract Rights exclude (x) any portion of the Development and Contract Rights which relates solely to lands which have been conveyed to third-party end users effective as of such conveyance in the course of ordinary business, and (y) any portion of the Development and Contract Rights which relates solely to any portion of Assessment Area One which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Auburndale, Florida, Polk County, Florida, the District, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's or property owner's association, or any other governing entity or association as may be required by the applicable permits, approvals, entitlements or regulations affecting the District, if any, and the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a "**Prior Transfer**"). Subject to the foregoing, the Development and Contract Rights shall include the items listed in subsections (i) through (ix), but not be limited to, the following:

- i. To the extent reasonably necessary to complete the Assessment Area One Project, any declaration of covenants of a homeowner's association governing Assessment Area One, as recorded in the Official Records of Polk County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "Landowner" or "Declarant" thereunder.
- ii. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, and other improvements to or affecting Assessment Area One.

- iii. Preliminary and final plats and/or site plans for Assessment Area One.
- iv. Architectural plans and specifications for public buildings and other improvements to Assessment Area One, other than those associated with homebuilding and home construction.
- v. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of Assessment Area One and construction of improvements thereon.
- vi. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of Assessment Area One or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.
- vii. Franchise or other agreements for the provision of water and wastewater service to Assessment Area One, and all hookup fees and utility deposits paid by the Development Manager or the Landowner in connection therewith.
- viii. Permit fees, impact fees, deposits and other assessments and impositions paid by the Development Manager or the Landowner to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to the Development Manager or the Landowner from any governmental authority or utility provider, including credit for any dedication or contribution of Assessment Area One by the Development Manager or the Landowner in connection with the development of Assessment Area One or the construction of improvements thereon.
- ix. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to the Development Manager or the Landowner arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third-parties, or written agreement with governmental authorities or third-parties.

(b) This Assignment is not intended to and shall not impair or interfere with the development of lands within the District, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Series 2026 Special Assessments levied against Assessment Area One owned by the Landowner, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier

pursuant to the term of this Assignment. Further, this Assignment is not intended to restrict nor shall it be construed as restricting the Development Manager's ability to assign Development and Contract Rights in the ordinary course of business, and the Development Manager expressly retains the right and a license to use, enforce, sue upon, make claim under and upon and otherwise exercise all rights and remedies of the Development Manager related to or arising from the Development and Contract Rights in the event an assignment of Development and Contract Rights under this Assignment becomes effective. However, to the extent the Development Manager's exercise of rights set forth above causes the District to incur any cost, the Development Manager agrees to pay such cost. Moreover, the Development Manager agrees not to exercise any rights provided for herein in a manner adverse to the District's interests. In addition to the foregoing, this Assignment is not intended to restrict nor shall it be construed as restricting the Landowner's ability to assign Development and Contract Rights in the ordinary course of business (to the extent such Development and Contract Rights are held by Landowner), and Landowner expressly retains the right and a license to use, enforce, sue upon, make claim under and upon and otherwise exercise all rights and remedies of Landowner related to or arising from the Development and Contract Rights in the event an assignment of Development and Contract Rights under this Assignment becomes effective. In connection with the Landowner's rights set forth in the foregoing sentence, Landowner agrees not to exercise any rights provided for herein in a manner adverse to the District's interests.

(c) If this Assignment has not become absolute, any portion not previously terminated and/or property released in connection with a Prior Transfer shall automatically terminate upon the earliest to occur of the following events (herein, the "**Term**"): (i) payment of the Series 2026 Bonds in full; or (ii) completion of the Assessment Area One Project. At the Development Manager's request and the District's confirmation that the provisions of the foregoing have been satisfied, the District, the Development Manager, and the Landowner will record a notice or other appropriate instrument in the Public Records of Polk County, Florida, confirming the end of the Term. Without limiting the foregoing, upon a Prior Transfer, the portion of Assessment Area One so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment whether or not the Term has expired as to any other portion of Assessment Area One and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of Assessment Area One so transferred without making exception for this Assignment.

**3. WARRANTIES.** The Development Manager and the Landowner represent and warrant to the District, as applicable to each party, that:

(a) Other than in connection with the sale of land to purchasers located within Assessment Area One and in the ordinary course of business, neither the Development Manager nor the Landowner has made assignment of the Development and Contract Rights to any person other than the District.

(b) To the actual knowledge of the Development Manager and except as permitted or stated herein, the Development Manager has not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

(c) To the best of Landowner's knowledge (without independent investigation) and except as permitted or stated herein, Landowner has not done any act or omitted to do any act which will, to the best of Landowner's knowledge, prevent the District from, or limit the District in, acting under any of the provisions hereof.

(d) To the actual knowledge of the Development Manager, there is no material default under the terms of the existing Contract Documents and all such Contract Documents remain in full force and effect.

(e) To the best of Landowner's knowledge (without independent investigation), there is no material default under the terms of the existing Contract Documents and all such Contract Documents remain in full force and effect.

(f) The Development Manager and the Landowner are not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(g) No action has been brought or threatened which would in any way interfere with the right of the Development Manager and the Landowner to execute this Assignment and perform all of the Development Manager's and the Landowner's obligations herein contained.

(h) Any transfer, conveyance, or sale of Assessment Area One shall subject any and all affiliated entities or successors-in-interest of the Development Manager and Landowner to this Assignment (including successors-in-interest that are affiliates of the Development Manager or Landowner), except to the extent constituting a Prior Transfer.

**4. COVENANTS.** The Development Manager and the Landowner covenant with the District that during the Term, and only to the extent of their respective interests therein:

(a) The Development Manager and the Landowner will use commercially reasonable efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Development Manager and the Landowner relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material default relating to the Development and Contract Rights given to or by the Development Manager or the Landowner, together with a complete copy of any such claim.

(b) In the event of the institution of any involuntary bankruptcy, reorganization, or insolvency proceedings against the Development Manager or the Landowner or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Development Manager or the Landowner, the Development Manager or

the Landowner shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

**5. DISTRICT OBLIGATIONS.** Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights. **EVENT(S) OF DEFAULT.** Any material breach of the Development Manager's or the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and after failure to cure within a reasonable cure period in light of the default (which cure period shall not be less than sixty (60) days (and shall not be construed to extend any other cure periods provided hereunder) unless the District, in its sole discretion, agrees to a longer cure period) constitute an Event of Default (the "**Event of Default**"). Additionally, the failure to timely pay the Series 2026 Special Assessments levied and imposed upon Assessment Area One owned by the Landowner or the Development Manager shall constitute an Event of Default. **REMEDIES UPON EVENT OF DEFAULT.** Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of the Development Manager or the Landowner relating to the Development and Contract Rights and exercise any and all rights of the Development Manager or the Landowner therein as fully as the Development Manager or the Landowner could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

(c) Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of Assessment Area One or the performance of the Development Manager's or the Landowner's obligations under the Contract Documents. Neither entry upon and taking possession of Assessment Area One nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Development Manager or the Landowner to the District, or prohibit the taking of any other action by the District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and/or

(d) Demand, effective upon the occurrence of an Event of Default, and after the Development Manager's or the Landowner's receipt of a demand notice from the District following an Event of Default, that the Development Manager or the Landowner use commercially reasonable efforts: (i) at the sole cost and expense of the Development Manager or the Landowner, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed;

and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of the Development Manager or the Landowner or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after the Development Manager's or the Landowner's receipt of a demand notice following an Event of Default, the Development Manager or the Landowner will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2026 Bonds) nor waive or release any third-party from the performance of any obligation to be performed or liability assumed under the terms of the Contract Documents or from liability on account of any warranty given by such third-party, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Development Manager and the Landowner will not at any time knowingly take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affect the rights of the District or the District's bondholders.

**8. AUTHORIZATION OF PERFORMANCE.** Upon the occurrence and during the continuation of an Event of Default, the Development Manager and the Landowner do hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Development Manager or the Landowner.

**9. SECURITY AGREEMENT.** Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Development Manager and the Landowner, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code, and the Development Manager and the Landowner grant to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

**10. SUCCESSORS; THIRD-PARTY BENEFICIARIES.** This Assignment is solely for the benefit of the District, the Development Manager and the Landowner, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or entity other than the District, the Development Manager and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District, the Development Manager and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of Assessment Area One here from upon a Prior Transfer.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Series 2026 Bonds (as defined in the Indenture), shall have the right to directly enforce the provisions of this Assignment. The Trustee shall not be deemed to have assumed any obligations under this Assignment. This Assignment may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Majority Holders of the Series 2026 Bonds, which consent shall not be unreasonably withheld.

**11. ENFORCEMENT.** In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**12. AMENDMENTS.** Subject to the second paragraph of Section 10 herein, amendments to and waivers of the provisions contained in this Assignment may be made only by an instrument in writing which is executed by the District, the Development Manager, and the Landowner.

**13. AUTHORIZATION OF EXECUTION.** The execution of this Assignment has been duly authorized by the appropriate body or official of the Parties; the Parties have complied with all the requirements of law with respect to the execution of this Assignment; and the Parties have full power and authority to comply with the terms and provisions of this Assignment.

**14. NOTICES.** All notices, requests, consents and other communications under this Assignment (the "Notices") shall be in writing and shall be delivered via tracked overnight courier delivery service, to the Parties, as follows:

A. If to the District: Schaller Preserve Community Development District  
c/o Governmental Management Services – CF, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

B. If to the Development Manager: Lennar Homes, LLC  
4301 W. Boy Scout Boulevard, Suite 600  
Tampa, Florida 33607  
Attn: \_\_\_\_\_

With a copy to: Greenberg Traurig, P.A.  
777 South Flagler Drive, Suite 300 East  
West Palm Beach, Florida 33401  
Attn: Phillip Gildan, Esq.

C. If to the Landowner:

Millrose Properties Florida, LLC  
501 Office Center Drive, Suite 350,  
Fort Washington, Pennsylvania 19034  
Attn: \_\_\_\_\_

With a copy to:

Godbold, Downing, Bill, & Rentz, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789  
Attn: Kristen Idle, Esq.

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery to the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District, counsel for the Development Manager, and counsel for the Landowner may deliver Notice on behalf of the District, the Development Manager, and the Landowner. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

**15. ARM'S LENGTH TRANSACTION.** This Assignment has been negotiated fully between the District, the Development Manager, and the Landowner as an arm's length transaction. The Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District, the Development Manager, or the Landowner.

**16. APPLICABLE LAW AND VENUE.** This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Assignment shall be in Polk County, Florida.

**17. PUBLIC RECORDS.** The Development Manager and the Landowner understand and agree that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

**18. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

**19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature

in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**20. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

**21. COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**22. TERMINATION.** This Assignment shall continue in effect until it is rescinded in writing by the mutual assent of the Parties. This Assignment shall also be terminated upon full payment of the Series 2026 Special Assessments securing the Series 2026 Bonds, as evidenced by a Termination of Assignment recorded by the District.

**23. EFFECTIVE DATE.** This Assignment shall be effective after execution by the District, the Development Manager, and the Landowner.

**24. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The Development Manager and the Landowner certify, by acceptance of this Assignment, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Development Manager and the Landowner agree to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(14), *Florida Statutes*.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Development Manager, the Landowner, and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

**LENNAR HOMES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of March 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Lennar Homes, LLC, for and on behalf of said entity. He  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

IN WITNESS WHEREOF, the Development Manager, the Landowner, and the District have caused this Assignment to be executed and delivered on the day and year first written above.

**WITNESSES:**

**MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: Millrose Properties Holdings, LLC, a Delaware limited liability company, its Member

\_\_\_\_\_  
By: Rachel Presa  
Its: Vice President

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of March 2026, by Rachel Presa, as Vice President of Millrose Properties Holdings, LLC, a Delaware limited liability company and Member of Millrose Properties Florida, LLC, for and on behalf of said entity. She  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

IN WITNESS WHEREOF, the Development Manager and the District have caused this Collateral Assignment to be executed and delivered on the day and year first written above.

**WITNESSES:**

**SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Scott Shapiro  
Its: Chairperson

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA)  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of March 2026, by Scott Shapiro, as Chairperson of the Board of Supervisors of the Schaller Preserve Community Development District, for and on behalf of the District. He  is personally known to me or  produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public  
\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A: Assessment Area One**

**Exhibit A**  
**Assessment Area One**

**DESCRIPTION:** SHALLER PRESERVE PHASE 1 (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the **POINT OF BEGINNING**.

Containing 203.000 acres, more or less.

**LESS AND EXCEPT:** PHASE 2 (NORTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the East boundary thereof, N.00°18'13"W., a distance of 435.01 feet to the **POINT OF BEGINNING** PHASE 2

(NORTH); thence S.36°40'47"W., a distance of 1.78 feet; thence Southwesterly, 329.69 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 34°39'36" (chord bearing S.54°00'35"W., 324.68 feet); thence Northerly, 52.72 feet along the arc of a non-tangent curve to the left having a radius of 760.82 feet and a central angle of 03°58'13" (chord bearing N.15°50'56"W., 52.71 feet); thence N.17°43'30"W., a distance of 112.39 feet; thence S.71°28'27"W., a distance of 10.62 feet; thence S.72°16'30"W., a distance of 79.38 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.62°43'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 40.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.27°16'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 90.00 feet; thence N.17°43'30"W., a distance of 65.21 feet; thence Northwesterly, 230.99 feet along the arc of a tangent curve to the left having a radius of 535.00 feet and a central angle of 24°44'17" (chord bearing N.30°05'39"W., 229.20 feet); thence Northwesterly, 297.19 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 31°49'39" (chord bearing N.26°32'58"W., 293.38 feet); thence N.10°38'09"W., a distance of 661.23 feet; thence N.79°21'51"E., a distance of 90.00 feet; thence Easterly, 26.83 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing S.69°53'17"E., 25.56 feet); thence N.79°21'51"E., a distance of 46.06 feet; thence Northeasterly, 26.83 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing N.48°36'59"E., 25.56 feet); thence N.79°21'51"E., a distance of 95.00 feet; thence S.10°38'09"E., a distance of 661.24 feet; thence Southeasterly, 144.31 feet along the arc of a non-tangent curve to the left having a radius of 257.32 feet and a central angle of 32°07'54" (chord bearing S.26°31'59"E., 142.42 feet); thence Southeasterly, 294.07 feet along the arc of a non-tangent curve to the right having a radius of 812.82 feet and a central angle of 20°43'45" (chord bearing S.32°05'27"E., 292.47 feet); thence Northeasterly, 165.71 feet along the arc of a non-tangent curve to the left having a radius of 260.86 feet and a central angle of 36°23'48" (chord bearing N.51°23'03"E., 162.93 feet); thence N.36°37'30"E., a distance of 477.20 feet; thence N.30°30'58"E., a distance of 26.01 feet; thence N.28°24'02"E., a distance of 274.10 feet; thence Northeasterly, 47.12 feet along the arc of a non-tangent curve to the left having a radius of 319.25 feet and a central angle of 08°27'21" (chord bearing N.23°41'10"E., 47.07 feet); thence N.21°09'18"E., a distance of 366.18 feet; thence S.68°50'42"E., a distance of 285.00 feet; thence S.21°09'18"W., a distance of 380.94 feet; thence Southwesterly, 68.38 feet along the arc of a non-tangent curve to the right having a radius of 545.04 feet and a central angle of 07°11'17" (chord bearing S.24°48'22"W., 68.33 feet); thence S.28°24'02"W., a distance of 277.88 feet; thence Southwesterly, 78.75 feet

along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 08°16'45" (chord bearing S.32°32'25"W., 78.68 feet); thence S.36°40'47"W., a distance of 478.18 feet to the **POINT OF BEGINNING**.

Containing 17.484 acres, more or less.

**LESS AND EXCEPT: PHASE 2 (SOUTH) (By GeoPoint Surveying, Inc.)**

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the South boundary of the Northwest 1/4 of said Section 6, S.89°26'52"E., a distance of 696.90 feet to the **POINT OF BEGINNING** PHASE 2 (SOUTH); thence N.02°07'19"W., a distance of 92.51 feet; thence N.57°45'40"W., a distance of 76.74 feet; thence Northwesterly, 161.90 feet along the arc of a tangent curve to the right having a radius of 160.00 feet and a central angle of 57°58'30" (chord bearing N.28°46'25"W., 155.08 feet); thence N.00°12'50"E., a distance of 46.06 feet; thence N.89°47'10"W., a distance of 100.00 feet; thence N.00°12'50"E., a distance of 160.00 feet; thence S.89°47'10"E., a distance of 97.90 feet; thence N.00°12'50"E., a distance of 146.75 feet; thence S.89°47'10"E., a distance of 735.00 feet; thence S.00°12'50"W., a distance of 280.00 feet; thence N.89°47'10"W., a distance of 180.00 feet; thence N.00°12'50"E., a distance of 95.00 feet; thence Northwesterly, 7.85 feet along the arc of a tangent curve to the left having a radius of 5.00 feet and a central angle of 90°00'00" (chord bearing N.44°47'10"W., 7.07 feet); thence N.89°47'10"W., a distance of 467.90 feet; thence S.00°12'50"W., a distance of 172.81 feet; thence Southeasterly, 80.95 feet along the arc of a tangent curve to the left having a radius of 80.00 feet and a central angle of 57°58'30" (chord bearing S.28°46'25"E., 77.54 feet); thence S.57°45'40"E., a distance of 185.86 feet; thence N.89°31'29"E., a distance of 24.85 feet; thence N.87°52'41"E., a distance of 259.93 feet; thence S.02°07'19"E., a distance of 109.07 feet; thence N.87°52'41"E., a distance of 135.00 feet; thence S.02°07'19"E., a distance of 290.00 feet; thence S.87°52'41"W., a distance of 70.00 feet; thence S.02°07'19"E., a distance of 57.85 feet; thence S.39°52'33"W., a distance of 67.29 feet; thence S.01°58'47"E., a distance of 128.07 feet; thence S.87°52'41"W., a distance of 834.66 feet; thence Westerly,

104.66 feet along the arc of a tangent curve to the left having a radius of 260.00 feet and a central angle of 23°03'51" (chord bearing S.76°20'46"W., 103.96 feet); thence S.64°59'06"W., a distance of 49.69 feet; thence Westerly, 165.03 feet along the arc of a non-tangent curve to the right having a radius of 540.00 feet and a central angle of 17°30'36" (chord bearing S.74°54'27"W., 164.39 feet); thence N.06°52'05"W., a distance of 115.20 feet; thence S.85°34'30"W., a distance of 17.17 feet; thence N.04°36'38"W., a distance of 49.65 feet; thence Easterly, 13.54 feet along the arc of a non-tangent curve to the left having a radius of 158.28 feet and a central angle of 04°54'06" (chord bearing N.85°16'19"E., 13.54 feet); thence N.06°36'45"W., a distance of 115.01 feet; thence Easterly, 89.28 feet along the arc of a non-tangent curve to the left having a radius of 260.00 feet and a central angle of 19°40'26" (chord bearing N.74°39'09"E., 88.84 feet); thence N.64°48'56"E., a distance of 37.10 feet; thence Easterly, 217.36 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 23°03'45" (chord bearing N.76°20'49"E., 215.89 feet); thence N.87°52'41"E., a distance of 395.00 feet; thence N.02°07'19"W., a distance of 258.75 feet to the **POINT OF BEGINNING**.

Containing 16.497 acres, more or less.

Total net acreage for Schaller Preserve Phase 1 is 169.020 acres, more or less.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the concepts.

The third part of the document discusses the various types of accounts used in accounting. It categorizes accounts into assets, liabilities, equity, revenue, and expense accounts. It also explains how these accounts are used to record and summarize financial transactions.

The fourth part of the document discusses the importance of adjusting entries. It explains how these entries are used to ensure that the financial statements reflect the true financial position of the company at the end of the accounting period. Examples of adjusting entries are provided to illustrate the process.

The fifth part of the document discusses the preparation of financial statements. It outlines the steps involved in preparing the balance sheet, income statement, and statement of equity. It also discusses the importance of providing a clear and concise explanation of the financial results.

The sixth part of the document discusses the importance of internal controls. It explains how these controls are used to prevent and detect errors and fraud. It also discusses the various types of internal controls, such as segregation of duties, authorization, and documentation.

The seventh part of the document discusses the importance of auditing. It explains how an audit is conducted and what the auditor's role is. It also discusses the various types of audits, such as internal audits and external audits.

The eighth part of the document discusses the importance of tax accounting. It explains how taxes are calculated and reported. It also discusses the various types of taxes, such as income tax, sales tax, and property tax.

The ninth part of the document discusses the importance of budgeting. It explains how a budget is developed and used to control costs. It also discusses the various types of budgets, such as operating budgets and capital budgets.

The tenth part of the document discusses the importance of financial analysis. It explains how financial ratios are used to evaluate the performance of a company. It also discusses the various types of financial ratios, such as liquidity ratios, solvency ratios, and profitability ratios.

In conclusion, the document emphasizes the importance of accounting in the business world. It explains how accounting provides the information needed to make informed decisions and to ensure the success of a company.

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Lauren Gentry, Esq.  
Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301

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**AGREEMENT BY AND BETWEEN THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT AND MILLROSE PROPERTIES FLORIDA, LLC, REGARDING THE TRUE-UP AND PAYMENT OF ASSESSMENTS**

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into as of this 19th day of March 2026, by and between:

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

**MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company, the landowner of Assessment Area One within the District, with a mailing address of 501 Office Center Drive, Suite 350, Fort Washington, Pennsylvania 19034, and its successors and assigns (together with its successors and assigns, the “**Landowner**” and, together with the District, each a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance enacted by the Board of County Commissioners of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to stormwater management facilities, roadways, water, sewer and reuse utilities, underground electric, entry features and signage, landscape and hardscape, irrigation, offsite improvements, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, Landowner is currently the owner of certain lands located within the boundaries of the District, upon which the District plans to construct a portion of its Assessment Area One Project as defined herein, which property description is attached hereto as **Exhibit A** and is incorporated herein by this reference (“**Assessment Area One**”); and

**WHEREAS**, a Final Judgment was issued on August 8, 2022, validating the authority of the District to issue up to \$20,000,000 in aggregate principal amount of Schaller Preserve Community Development District Special Assessment Bonds in one or more series (the “**Bonds**”) to finance the design, acquisition, construction, and installation of community development facilities, services and improvements within and without the boundaries of the District as authorized by the Act and as set forth in the District’s previously adopted its *Engineer’s Report for Capital Improvements*, dated May 24, 2022, as supplemented by the *Supplemental Engineer’s Report for Capital Improvements*, dated October 24, 2025 (the “**Engineer’s Report**” and the improvements detailed therein, the “**Capital Improvement Plan**,” the portion of which benefiting Assessment Area One being the “**Assessment Area One Project**”); and

**WHEREAS**, the District intends to issue its \$3,980,000 Special Assessment Bonds, Series 2026 (Assessment Area One Project) (the “**Series 2026 Bonds**”) for the purpose of financing a portion of the Assessment Area One Project; and

**WHEREAS**, the District’s special assessments securing the Series 2026 Bonds include the Series 2026 Special Assessments to secure repayment of the Series 2026 Bonds (the “**Series 2026 Special Assessments**”) imposed on Assessment Area One within the District, all as more specifically described in Resolutions 2022-27, 2022-28, 2022-36 and 2026-02 (collectively, the “**Assessment Resolutions**”); and

**WHEREAS**, Landowner agrees that all developable lands within the District, including Assessment Area One, benefit from the timely design, construction, or acquisition of the improvements that make up the Assessment Area One Project; and

**WHEREAS**, Landowner agrees that the Series 2026 Special Assessments imposed on Assessment Area One have been validly imposed and constitute valid, legal and binding liens upon Assessment Area One, which Series 2026 Special Assessments remain unsatisfied; and

**WHEREAS**, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2026 Special Assessments, including the Series 2026 Special Assessments levied on Assessment Area One within the District; and

**WHEREAS**, the Assessment Area One Project will benefit all lands within the District, as described in the District’s *Master Assessment Methodology for Schaller Preserve Community Development District*, dated May 24, 2022 (the “**Master Assessment Report**”), as supplemented by the District’s *First Supplemental Assessment Methodology for the Phase One Project*, dated March 12, 2026 (the “**Supplemental Assessment Report**” and together with the Master Assessment Report, the “**Assessment Report**”); and

**WHEREAS**, the Assessment Report provides that as Assessment Area One is platted (or replatted) or site plans are to be approved (or re-approved), the plat or site plan (either, hereinafter, a “**Proposed Plat**”) shall be presented to the District for a “true up” calculation; and

**WHEREAS**, allocation of the amounts assessed to and constituting a lien upon Assessment Area One will be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within Assessment Area One, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends that the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less (or more) than the densities assumed in the Assessment Report; and

**WHEREAS**, the District's Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions on Assessment Area One, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the approval of the final Proposed Plat (defined below) for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**”); and

**WHEREAS**, Landowner and the District desire to enter into an agreement to confirm Landowner’s intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2026 Special Assessments for Assessment Area One, subject to the terms and conditions contained 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. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions have been legally and duly adopted by the District. Landowner further agrees that the Series 2026 Special Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2026 Special Assessments.

**SECTION 3. PAYMENT OF ASSESSMENTS.**

- A.** Landowner agrees that to the extent Landowner fails to timely pay all Series 2026 Special Assessments collected by mailed notice of the District for Assessment Area One, said unpaid Series 2026 Special Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.

- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with Assessment Area One and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

#### SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. *Assumptions as to the Series 2026 Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of two hundred four (204) residential units, and equaling a total of 204 Equivalent Residential Units (“ERUs”) as more specifically described by unit size/number in the Supplemental Assessment Report (the “**2026 Anticipated Units**”), will be constructed within Assessment Area One (as defined in the Engineer’s Report and Supplemental Assessment Report) of the District.

- B. *Process for Reallocation of Assessments.*

- i. For unapproved tracts not subject to a Proposed Plat (as defined herein), the Series 2026 Special Assessments will initially be levied on the gross acreage of Assessment Area One and will be allocated as lands are approved and subject to a Proposed Plat (or re-plat) (the “**Allocation**” or “**Reallocation**”). At such time as lands are to be approved (or re-approved), the Proposed Plat shall be presented to the District for a “true up” calculation and the Series 2026 Special Assessments imposed on the acreage subject to such Proposed Plat will be allocated based upon the actual number of units within each product type subject to the same. In furtherance thereof, at such time as acreage is subject to a Proposed Plat, Landowner covenants that such Proposed Plat shall be presented to the District. The District shall allocate the Series 2026 Special Assessments to the product types subject to the Proposed Plat and any remaining property in accordance with the Supplemental Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book. If a Proposed Plat results in the same amount of ERUs (and thus Series 2026 Special Assessments) able to be imposed on the “**Remaining Undeveloped Lands**” (i.e., those remaining lands not subject to a Proposed Plat after the Proposed Plat is accepted by the District) as compared to what was originally contemplated for the 2026 Anticipated Units, then the District shall allocate the Series 2026 Special Assessments to the product types subject to the Proposed Plat and the remaining property in accordance with the Supplemental Assessment Report, and cause the Series 2026 Special Assessments to be recorded in the District’s Improvement Lien Book.
- ii. If a Proposed Plat results in a greater amount of ERUs (and thus Series 2026 Special Assessments) able to be imposed on the Remaining Undeveloped Lands as compared to what was originally contemplated for the 2026

Anticipated Units, then the District may undertake a pro rata reduction of Series 2026 Special Assessments for all assessed properties within Assessment Area One or may otherwise address such net decrease as permitted by law.

- iii.** If a Proposed Plat results in a lower amount of ERUs (and thus Series 2026 Special Assessments) able to be imposed on the Remaining Undeveloped Lands as compared to what was originally contemplated for the 2026 Anticipated Units, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the difference between: (i) the Series 2026 Special Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2026 Special Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat has been approved (plus applicable interest, collection costs, penalties, etc.). With respect to the true-up analysis provided in this Section 4.B., the District, through the District’s Assessment Consultant, in consultation with the District Engineer, District Counsel and the District’s Bond Counsel, shall determine in its sole discretion what amount of ERUs (and thus Series 2026 Special Assessments) are able to be imposed on the Remaining Undeveloped Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for Assessment Area One, b) the revised, overall development plan showing the number and type of units reasonably planned for the remainder of Assessment Area One, c) proof of the amount of entitlements for the Remaining Undeveloped Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan.
- iv.** Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District’s review of the Proposed Plat shall be limited solely to the Reallocation of Series 2026 Special Assessments and enforcement of the District’s assessment lien. Nothing herein shall in any way operate to or be construed as providing any other Proposed Plat, plat or plan approval or disapproval powers to the District.
- v.** If at the time the True-Up calculation is performed, it is determined a True-Up Payment is due, such True-Up Payment shall become due and payable by Landowner. Any such True-Up Payment determined to be due by Landowner shall be paid in full prior to approval of the Proposed Plat. Such True-Up Payment shall be in addition to the regular installment payable for Series 2026 Special Assessments levied on Assessment Area One owned by Landowner. The District will take all necessary steps to ensure that True-

Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2026 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least forty-five (45) days prior to an interest payment date on the Series 2026 Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

- vi. The foregoing is based on the District's understanding with Landowner that Landowner will develop or cause to be developed, as evidenced by a Proposed Plat, at least the 2026 Anticipated Units within Assessment Area One as identified in the Supplemental Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or fewer than the anticipated units from being developed. In the event Landowner ultimately develops, as evidenced by a Proposed Plat(s), fewer than the 2026 Anticipated Units within Assessment Area One, Landowner may either make a True-Up Payment or leave unassigned Series 2026 Special Assessments on lands within Assessment Area One not subject to a Proposed Plat, provided the maximum debt allocation per acre as set forth in the Assessment Resolutions and Supplemental Assessment Report is not exceeded. In no event shall the District collect Series 2026 Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2026 Bonds, including all costs of financing and interest. The District, however, may collect Series 2026 Special Assessments in excess of the annual debt service related to the Series 2026 Bonds, including all costs of financing and interest, which shall be applied to prepay the Series 2026 Bonds. If the strict application of the True-Up methodology to any Reallocation for any Proposed Plat pursuant to this paragraph would result in Series 2026 Special Assessments collected in excess of the District's total debt service obligation for the Series 2026 Bonds, the District agrees to take appropriate action by resolution to equitably Reallocate the Series 2026 Special Assessments.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Series 2026 Special Assessments to units subject to a Proposed Plat, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the Party

seeking to commence such action shall first provide notice to the defaulting Party of the default and an opportunity to cure such default within thirty (30) days.

## **SECTION 6. ASSIGNMENT.**

- A. *Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to Assessment Area One, binding upon Landowner and its successors and assigns as to Assessment Area One or portions thereof, and any transferee of any portion of Assessment Area One as set forth in this Section, except as permitted by subsection 6.B., below, or subject to the conditions set forth in subsection 6.C., below.
- B. *Exceptions*** – Landowner shall not transfer any portion of Assessment Area One to any third party without complying with the terms of subsection 6.C. herein, other than:
- i.** Land sales to landowners in the ordinary course of business restricted from re-platting;
  - ii.** Platted and fully developed units to end users; and
  - iii.** Portions of Assessment Area One which are exempt from assessments to the County, the city, the District, a homeowners’ association, or other governmental agencies.

Any transfer of any portion of Assessment Area One pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of Assessment Area One from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

- C. *Transfer Conditions*** – Landowner shall not transfer any portion of Assessment Area One to any third party, except as permitted by Section 6.B. above, without satisfying the following condition (“**Transfer Condition**”): delivering a recorded copy of this Agreement to such third-party and satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Assessment Area One only arising from and after the date of such transfer and satisfaction of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of Assessment Area One so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection 6.B. herein, shall take title subject to the terms of this Agreement.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing Party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 8. NOTICE.** All notices, requests, consents, and other communications hereunder (the “**Notices**”) shall be in writing and shall be delivered via tracked overnight delivery, postage prepaid or hand delivered to the Parties, as follows:

**A.** If to the District: Schaller Preserve Community Development District  
c/o Governmental Management Services – CF, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to Landowner: Millrose Properties Florida, LLC  
501 Office Center Drive, Suite 350,  
Fort Washington, Pennsylvania 19034  
Attn: \_\_\_\_\_

With a copy to: Godbold, Downing, Bill, & Rentz, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789  
Attn: Kristen Idle, Esq.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the Parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**SECTION 9. AMENDMENT.** This Agreement shall constitute the entire agreement between the Parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the Parties and with the prior written consent of the Trustee of the Series 2026 Bonds, acting at the direction of the Majority Owners of the Series 2026 Bonds (hereinafter defined) then outstanding as defined in the applicable Indenture.

**SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the Parties, or until the earlier of the date on which the Series 2026 Special Assessments are fully allocated to units subject to a Proposed Plat. This Agreement shall also be deemed terminated automatically on Assessment Area One or portion of Assessment Area One lands reflected in a Release of Lien as recorded by the District, so long as conditions for such recorded release are met and are consistent with the terms of this Agreement.

**SECTION 11. 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 and received the advice of 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 either Party.

**SECTION 12. 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. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2026 Bonds, on behalf of the Majority Owners (as defined in the First Supplemental Trust Indenture, dated as of March 1, 2026) of the Series 2026 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 14. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. The Parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Polk County, Florida.

**SECTION 15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 16. EFFECTIVE DATE.** This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

**SECTION 17. PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**SECTION 18. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Landowner certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Landowner agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(14), *Florida Statutes*.

*[Signatures on Following Page]*

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

**WITNESSES:**

**MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: Millrose Properties Holdings, LLC, a Delaware limited liability company, its Member

\_\_\_\_\_  
By: Rachel Presa  
Its: Vice President

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of March 2026, by Rachel Presa, as Vice President of Millrose Properties Holdings, LLC, a Delaware limited liability company and Member of Millrose Properties Florida, LLC, for and on behalf of said entity. She  is personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

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

**WITNESSES:**

**SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Scott Shapiro  
Its: Chairperson

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of March 2026, by Scott Shapiro, as Chairperson of the Board of Supervisors of the Schaller Preserve Community Development District, for and on behalf of the District. He  is personally known to me or  produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A: Assessment Area One**

**Exhibit A**  
**Assessment Area One**

**DESCRIPTION:** SHALLER PRESERVE PHASE 1 (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the **POINT OF BEGINNING**.

Containing 203.000 acres, more or less.

**LESS AND EXCEPT:** PHASE 2 (NORTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the East boundary thereof, N.00°18'13"W., a distance of 435.01 feet to the **POINT OF BEGINNING** PHASE 2 (NORTH); thence S.36°40'47"W., a distance of 1.78 feet; thence Southwesterly, 329.69 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 34°39'36" (chord bearing S.54°00'35"W., 324.68 feet); thence Northerly, 52.72 feet along the arc of a non-tangent curve to the left having a radius of 760.82 feet and a central angle of 03°58'13" (chord bearing N.15°50'56"W., 52.71 feet); thence N.17°43'30"W., a distance of 112.39 feet; thence S.71°28'27"W., a distance of 10.62 feet; thence S.72°16'30"W., a distance of 79.38 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.62°43'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 40.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.27°16'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 90.00 feet; thence N.17°43'30"W., a distance of 65.21 feet; thence Northwesterly, 230.99 feet along the arc of a tangent curve to the left having a radius of 535.00 feet and a central angle of 24°44'17" (chord bearing

N.30°05'39"W., 229.20 feet); thence Northwesterly, 297.19 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 31°49'39" (chord bearing N.26°32'58"W., 293.38 feet); thence N.10°38'09"W., a distance of 661.23 feet; thence N.79°21'51"E., a distance of 90.00 feet; thence Easterly, 26.83 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing S.69°53'17"E., 25.56 feet); thence N.79°21'51"E., a distance of 46.06 feet; thence Northeasterly, 26.83 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing N.48°36'59"E., 25.56 feet); thence N.79°21'51"E., a distance of 95.00 feet; thence S.10°38'09"E., a distance of 661.24 feet; thence Southeasterly, 144.31 feet along the arc of a non-tangent curve to the left having a radius of 257.32 feet and a central angle of 32°07'54" (chord bearing S.26°31'59"E., 142.42 feet); thence Southeasterly, 294.07 feet along the arc of a non-tangent curve to the right having a radius of 812.82 feet and a central angle of 20°43'45" (chord bearing S.32°05'27"E., 292.47 feet); thence Northeasterly, 165.71 feet along the arc of a non-tangent curve to the left having a radius of 260.86 feet and a central angle of 36°23'48" (chord bearing N.51°23'03"E., 162.93 feet); thence N.36°37'30"E., a distance of 477.20 feet; thence N.30°30'58"E., a distance of 26.01 feet; thence N.28°24'02"E., a distance of 274.10 feet; thence Northeasterly, 47.12 feet along the arc of a non-tangent curve to the left having a radius of 319.25 feet and a central angle of 08°27'21" (chord bearing N.23°41'10"E., 47.07 feet); thence N.21°09'18"E., a distance of 366.18 feet; thence S.68°50'42"E., a distance of 285.00 feet; thence S.21°09'18"W., a distance of 380.94 feet; thence Southwesterly, 68.38 feet along the arc of a non-tangent curve to the right having a radius of 545.04 feet and a central angle of 07°11'17" (chord bearing S.24°48'22"W., 68.33 feet); thence S.28°24'02"W., a distance of 277.88 feet; thence Southwesterly, 78.75 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 08°16'45" (chord bearing S.32°32'25"W., 78.68 feet); thence S.36°40'47"W., a distance of 478.18 feet to the **POINT OF BEGINNING**.

Containing 17.484 acres, more or less.

**LESS AND EXCEPT: PHASE 2 (SOUTH) (By GeoPoint Surveying, Inc.)**

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the South boundary of the Northwest 1/4 of said Section 6, S.89°26'52"E., a distance of 696.90 feet to the **POINT OF BEGINNING** PHASE 2 (SOUTH); thence N.02°07'19"W., a distance of 92.51 feet; thence N.57°45'40"W., a distance of 76.74 feet; thence Northwesterly, 161.90 feet along the arc of a tangent curve to the right having a radius of 160.00 feet and a central angle of 57°58'30" (chord bearing N.28°46'25"W., 155.08 feet); thence N.00°12'50"E., a distance of 46.06 feet; thence N.89°47'10"W., a distance of 100.00 feet; thence N.00°12'50"E., a distance of 160.00 feet; thence S.89°47'10"E., a distance of 97.90 feet; thence N.00°12'50"E., a distance of 146.75 feet; thence S.89°47'10"E., a distance of 735.00 feet; thence S.00°12'50"W., a distance of 280.00 feet; thence N.89°47'10"W., a distance of 180.00 feet; thence N.00°12'50"E., a distance of 95.00 feet; thence Northwesterly, 7.85 feet

along the arc of a tangent curve to the left having a radius of 5.00 feet and a central angle of 90°00'00" (chord bearing N.44°47'10"W., 7.07 feet); thence N.89°47'10"W., a distance of 467.90 feet; thence S.00°12'50"W., a distance of 172.81 feet; thence Southeasterly, 80.95 feet along the arc of a tangent curve to the left having a radius of 80.00 feet and a central angle of 57°58'30" (chord bearing S.28°46'25"E., 77.54 feet); thence S.57°45'40"E., a distance of 185.86 feet; thence N.89°31'29"E., a distance of 24.85 feet; thence N.87°52'41"E., a distance of 259.93 feet; thence S.02°07'19"E., a distance of 109.07 feet; thence N.87°52'41"E., a distance of 135.00 feet; thence S.02°07'19"E., a distance of 290.00 feet; thence S.87°52'41"W., a distance of 70.00 feet; thence S.02°07'19"E., a distance of 57.85 feet; thence S.39°52'33"W., a distance of 67.29 feet; thence S.01°58'47"E., a distance of 128.07 feet; thence S.87°52'41"W., a distance of 834.66 feet; thence Westerly, 104.66 feet along the arc of a tangent curve to the left having a radius of 260.00 feet and a central angle of 23°03'51" (chord bearing S.76°20'46"W., 103.96 feet); thence S.64°59'06"W., a distance of 49.69 feet; thence Westerly, 165.03 feet along the arc of a non-tangent curve to the right having a radius of 540.00 feet and a central angle of 17°30'36" (chord bearing S.74°54'27"W., 164.39 feet); thence N.06°52'05"W., a distance of 115.20 feet; thence S.85°34'30"W., a distance of 17.17 feet; thence N.04°36'38"W., a distance of 49.65 feet; thence Easterly, 13.54 feet along the arc of a non-tangent curve to the left having a radius of 158.28 feet and a central angle of 04°54'06" (chord bearing N.85°16'19"E., 13.54 feet); thence N.06°36'45"W., a distance of 115.01 feet; thence Easterly, 89.28 feet along the arc of a non-tangent curve to the left having a radius of 260.00 feet and a central angle of 19°40'26" (chord bearing N.74°39'09"E., 88.84 feet); thence N.64°48'56"E., a distance of 37.10 feet; thence Easterly, 217.36 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 23°03'45" (chord bearing N.76°20'49"E., 215.89 feet); thence N.87°52'41"E., a distance of 395.00 feet; thence N.02°07'19"W., a distance of 258.75 feet to the **POINT OF BEGINNING**.

Containing 16.497 acres, more or less.

Total net acreage for Schaller Preserve Phase 1 is 169.020 acres, more or less.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations. The text further explains how proper record-keeping can prevent disputes and provide a clear audit trail.

In the second section, the author addresses the common challenge of reconciling bank statements with the company's ledger. It provides a step-by-step guide on how to identify discrepancies and investigate their causes. The author suggests that regular reconciliations can help catch errors early and maintain the integrity of the financial data.

The third part of the document focuses on budgeting and financial forecasting. It outlines the process of setting realistic budgets based on historical data and market trends. The author stresses the importance of monitoring actual performance against the budget and adjusting forecasts as needed. This proactive approach can help the organization anticipate financial challenges and make informed decisions.

Finally, the document concludes with a summary of key takeaways and a call to action. It encourages the reader to implement the discussed practices consistently to ensure the long-term financial health and success of the organization.

The following table provides a detailed breakdown of the company's financial performance over the last quarter. It compares actual results against the budgeted figures, highlighting areas of over- and under-performance. The data shows a strong overall performance, particularly in the sales and marketing departments, which exceeded their respective budgets.

Department	Budgeted	Actual	Variance
Sales	\$1,200,000	\$1,350,000	\$150,000
Marketing	\$300,000	\$280,000	-\$20,000
Operations	\$450,000	\$460,000	\$10,000
Administration	\$250,000	\$240,000	-\$10,000
R&D	\$200,000	\$190,000	-\$10,000
Total	\$2,400,000	\$2,520,000	\$120,000

The variance analysis indicates that the company has achieved a total surplus of \$120,000 compared to the budget. This is primarily driven by the sales department's exceptional performance. However, the marketing department's slight under-performance suggests a need for more targeted advertising strategies. The operations and R&D departments are performing in line with or slightly below budget, indicating stable and controlled spending.

The document also includes a section on risk management, discussing the potential impact of market fluctuations and currency exchange rates. It recommends diversifying the company's revenue streams and hedging against currency risks to mitigate potential losses. Additionally, the author highlights the importance of maintaining a strong credit rating and managing the company's debt levels effectively.

In conclusion, the report provides a comprehensive overview of the company's financial status and offers actionable insights for future planning. It is recommended that the management team review these findings and take appropriate measures to sustain the current growth trajectory while addressing the identified areas for improvement.

**AGREEMENT BY AND BETWEEN THE SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT AND LENNAR HOMES, LLC, REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 19th day of March 2026, by and between:

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located within Polk County, Florida, with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

**LENNAR HOMES, LLC**, a Florida limited liability company, and the developer of Assessment Area One within the District, with a mailing address of 4301 W. Boy Scout Boulevard, Suite 600, Tampa, Florida 33607, and its successors and assigns (the “**Development Manager**” and, together with the District, each a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”) and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, roadways, water, sewer and reuse utilities, underground electric, entry features and signage, landscape and hardscape, irrigation, offsite improvements, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, Millrose Properties Florida, LLC (“**Land Bank**”) is the owner of certain lands in Polk County, Florida, located within the boundaries of the District as described in **Exhibit A** (“**Assessment Area One**”) which is attached hereto and incorporated by reference; and

**WHEREAS**, the Development Manager is developing, in conjunction with the Land Bank, Assessment Area One and has certain development rights and obligations, including the obligation to complete the Assessment Area One Project (as defined herein); and

**WHEREAS**, the District adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in its *Engineer’s Report for Capital Improvements*, dated May 24, 2022, as supplemented by the *Supplemental Engineer’s Report for Capital Improvements*, dated October 24, 2025 (the “**Engineer’s Report**” and the improvements detailed therein, the “**Capital Improvement Plan**,” the portion of which benefiting

Assessment Area One being the “**Assessment Area One Project**”), attached hereto as **Exhibit B**; and

**WHEREAS**, the estimated cost of the Assessment Area One Project is \$12,364,200; and

**WHEREAS**, a Final Judgment was issued on August 8, 2022, validating the authority of the District to issue up to \$20,000,000 in aggregate principal amount of Schaller Preserve Community Development District Special Assessment Bonds to finance certain improvements and facilities within and without the District boundaries; and

**WHEREAS**, the District is presently in the process of issuing its \$3,980,000 Special Assessment Bonds, Series 2026 (Assessment Area One Project) (the “**Series 2026 Bonds**”) to finance a portion of the Assessment Area One Project and such bonds are being issued pursuant to that certain Master Trust Indenture dated as of March 1, 2026 (the “**Master Indenture**”), between the District and U.S. Bank Trust Company, National Association, as trustee (the “**Trustee**”), as supplemented by a First Supplemental Trust Indenture dated as of March 1, 2026 (the “**First Supplemental Indenture**”, together with the Master Indenture, the “**Indenture**”); and

**WHEREAS**, the Assessment Area One Project will benefit all lands within the District, as described in the District’s *Master Assessment Methodology for Schaller Preserve Community Development District*, dated May 24, 2022 (the “**Master Assessment Report**”), as supplemented by the District’s *First Supplemental Assessment Methodology for the Phase One Project*, dated March 12, 2026 (the “**Supplemental Assessment Report**” and together with the Master Assessment Report, the “**Assessment Report**”) and as set forth in the Engineer’s Report; and

**WHEREAS**, in order to ensure that the Assessment Area One Project is completed and funding is available in a timely manner to provide for completion, the Development Manager will make provision for any additional funds that may be needed in the future for the completion of the Assessment Area One Project over and above the Series 2026 Bonds, including, but not limited to, all reasonable and customary administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

**2. COMPLETION OF IMPROVEMENTS.** The Development Manager and District agree and acknowledge that the District’s proposed Series 2026 Bonds will provide only a portion of the funds necessary to complete the Assessment Area One Project. Therefore, as more particularly set forth in paragraphs 2(a) and 2(b) below, the Development Manager hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed those portions of the Assessment Area One Project which remain unfunded including, but not limited to, all reasonable

and customary administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Project**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. While the District may issue a second series of bonds for purposes of financing a portion of the Remaining Project, nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Project nor shall anything in this Agreement be construed as prohibiting the District from doing so in the future. The District and the Development Manager hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Project not funded by District bonds or other indebtedness.

(a) When all or any portion of the Remaining Project is the subject of a District contract, the Development Manager shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Project under such contract pursuant thereto, including change orders thereto, upon written notice from the District.

(b) When any portion of the Remaining Project is not the subject of a District contract, the Development Manager may choose to: (i) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed the Remaining Project; or (ii) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case to a formal determination by the District’s Board of Supervisors that the option selected by the Development Manager will not adversely impact the District, and is in the District’s best interests.

(c) Future Bonds – The Parties agree that any funds provided by the Development Manager to fund the Remaining Project may be later payable from, and the District’s acquisition of the Remaining Project may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Series 2026 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District’s improvements and facilities and from the issuance of such future bonds, the District shall reimburse the Development Manager in full, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Development Manager is in default on the payment of any debt service assessments due on any property owned by the Development Manager, and, further, in the event the District’s bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Series 2026 Bonds – to provide funds for any portion of the Remaining Project. The Development Manager shall be required to meet its obligations hereunder and complete the Assessment Area One Project regardless of whether the District issues any future bonds (other than the Series 2026 Bonds) or otherwise pays the Development Manager for any of the Remaining Project. Interest shall not accrue on any amounts owed

hereunder. If, within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and thus does not reimburse the Development Manager for the funds or improvements advanced hereunder, then the Parties agree that the District shall have no reimbursement obligation whatsoever. Notwithstanding the foregoing, the Development Manager acknowledges that at this time the District does not intend to issue additional bonds to finance the Remaining Project.

### **3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.**

(a) The District and the Development Manager agree and acknowledge that the exact location, size, configuration and composition of the Assessment Area One Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Assessment Area One Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes. Material changes to the Assessment Area One Project shall require the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the Series 2026 Bonds then outstanding; however, such consent is not necessary when the scope, configuration, size and/or composition of the improvements making up the Assessment Area One Project are materially changed in response to a requirement imposed by a regulatory agency.

(b) The District and the Development Manager agree and acknowledge that any and all portions of the Remaining Project which are constructed, or caused to be constructed, by the Development Manager shall be conveyed to the District or such other appropriate unit of local government or public utility as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(c) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by the Development Manager of its obligations hereunder is expressly subject to, dependent and conditioned upon: (a) the issuance of the Series 2026 Bonds and use of the proceeds thereof to fund a portion of the Assessment Area One Project, and (b) the scope, configuration, size and/or composition of the Assessment Area One Project not materially changing without the consent of the Development Manager; however, such consent is not necessary and the Development Manager must meet its completion obligations when the scope, configuration, size and/or composition of the improvements that make up the Assessment Area One Project are materially changed in response to a requirement imposed by a regulatory agency. In the event of a material change to the scope, configuration, size and/or composition of the Assessment Area One Project in response to a requirement imposed by a regulatory agency, the Development Manager shall not consent to such material change without the prior written consent of the District.

**4. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in

equity, which may include, but not be limited to, the right of actual damages (excluding punitive, special or consequential damages) and/or specific performance.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Development Manager.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Development Manager, both the District and the Development Manager have complied with all the requirements of law, and both the District and the Development Manager have full power and authority to comply with the terms and provisions of this Agreement.

**8. NOTICES.** All notices, requests, consents and other communications under this Agreement (the "Notices") shall be in writing and shall be delivered via tracked overnight delivery service, to the Parties, as follows:

(a) If to the District: Schaller Preserve Community Development District  
c/o Governmental Management Services – CF, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

(b) If to the Development Manager: Lennar Homes, LLC  
4301 W. Boy Scout Boulevard, Suite 600  
Tampa, Florida 33607  
Attn: \_\_\_\_\_

With a copy to: Greenberg Traurig, P.A.  
777 South Flagler Drive, Suite 300 East  
West Palm Beach, Florida 33401  
Attn: Phillip Gildan, 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 p.m. (at the place

of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Development Manager may deliver Notice on behalf of the District and the Development Manager. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**9. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Development Manager as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Development Manager.

**10. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Development Manager, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Development Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Development Manager and their respective representatives, successors, and assigns.

Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2026 Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Series 2026 Bonds outstanding, shall be entitled to cause the District to enforce the Development Manager's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

**11. ASSIGNMENT.** Neither the District nor the Development Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other; provided that such consent shall not be unreasonably withheld by the District in the event of a sale of the majority of Assessment Area One then owned by the Development Manager pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Development Manager under this Agreement.

**12. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

**13. EFFECTIVE DATE.** This Agreement shall be effective upon the later of the execution by the District and the Development Manager.

**14. PUBLIC RECORDS.** The Development Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**15. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**16. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**18. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**19. TERMINATION.** This Agreement shall continue in effect until completion of the Remaining Project, as evidenced by a Notice of Completion from the District Engineer.

**20. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The Development Manager certifies, by acceptance of this Assignment, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Development Manager agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(14), *Florida Statutes*.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the Parties execute this Completion Agreement the day and year first written above.

Attest:

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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By: Scott Shapiro  
Its: Chairperson

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

WITNESS:

**LENNAR HOMES, LLC,**  
Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:**       Assessment Area One  
**Exhibit B:**       Engineer's Report

**Exhibit A**  
**Assessment Area One**

**DESCRIPTION:** SHALLER PRESERVE PHASE 1 (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the **POINT OF BEGINNING**.

Containing 203.000 acres, more or less.

**LESS AND EXCEPT:** PHASE 2 (NORTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the East boundary thereof, N.00°18'13"W., a distance of 435.01 feet to the **POINT OF BEGINNING PHASE 2 (NORTH)**; thence S.36°40'47"W., a distance of 1.78 feet; thence Southwesterly, 329.69 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 34°39'36" (chord bearing S.54°00'35"W., 324.68 feet); thence Northerly, 52.72 feet along the arc of a non-tangent curve to the left having a radius of 760.82 feet and a central angle of 03°58'13" (chord bearing N.15°50'56"W., 52.71 feet); thence N.17°43'30"W., a distance of 112.39 feet; thence S.71°28'27"W., a distance of 10.62 feet; thence S.72°16'30"W., a distance of 79.38 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.62°43'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 40.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.27°16'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 90.00 feet; thence N.17°43'30"W., a distance of 65.21 feet; thence Northwesterly, 230.99 feet along the arc of a tangent curve to the left having a radius of 535.00 feet and a central angle of 24°44'17" (chord bearing

N.30°05'39"W., 229.20 feet); thence Northwesterly, 297.19 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 31°49'39" (chord bearing N.26°32'58"W., 293.38 feet); thence N.10°38'09"W., a distance of 661.23 feet; thence N.79°21'51"E., a distance of 90.00 feet; thence Easterly, 26.83 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing S.69°53'17"E., 25.56 feet); thence N.79°21'51"E., a distance of 46.06 feet; thence Northeasterly, 26.83 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing N.48°36'59"E., 25.56 feet); thence N.79°21'51"E., a distance of 95.00 feet; thence S.10°38'09"E., a distance of 661.24 feet; thence Southeasterly, 144.31 feet along the arc of a non-tangent curve to the left having a radius of 257.32 feet and a central angle of 32°07'54" (chord bearing S.26°31'59"E., 142.42 feet); thence Southeasterly, 294.07 feet along the arc of a non-tangent curve to the right having a radius of 812.82 feet and a central angle of 20°43'45" (chord bearing S.32°05'27"E., 292.47 feet); thence Northeasterly, 165.71 feet along the arc of a non-tangent curve to the left having a radius of 260.86 feet and a central angle of 36°23'48" (chord bearing N.51°23'03"E., 162.93 feet); thence N.36°37'30"E., a distance of 477.20 feet; thence N.30°30'58"E., a distance of 26.01 feet; thence N.28°24'02"E., a distance of 274.10 feet; thence Northeasterly, 47.12 feet along the arc of a non-tangent curve to the left having a radius of 319.25 feet and a central angle of 08°27'21" (chord bearing N.23°41'10"E., 47.07 feet); thence N.21°09'18"E., a distance of 366.18 feet; thence S.68°50'42"E., a distance of 285.00 feet; thence S.21°09'18"W., a distance of 380.94 feet; thence Southwesterly, 68.38 feet along the arc of a non-tangent curve to the right having a radius of 545.04 feet and a central angle of 07°11'17" (chord bearing S.24°48'22"W., 68.33 feet); thence S.28°24'02"W., a distance of 277.88 feet; thence Southwesterly, 78.75 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 08°16'45" (chord bearing S.32°32'25"W., 78.68 feet); thence S.36°40'47"W., a distance of 478.18 feet to the **POINT OF BEGINNING**.

Containing 17.484 acres, more or less.

**LESS AND EXCEPT: PHASE 2 (SOUTH) (By GeoPoint Surveying, Inc.)**

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the South boundary of the Northwest 1/4 of said Section 6, S.89°26'52"E., a distance of 696.90 feet to the **POINT OF BEGINNING** PHASE 2 (SOUTH); thence N.02°07'19"W., a distance of 92.51 feet; thence N.57°45'40"W., a distance of 76.74 feet; thence Northwesterly, 161.90 feet along the arc of a tangent curve to the right having a radius of 160.00 feet and a central angle of 57°58'30" (chord bearing N.28°46'25"W., 155.08 feet); thence N.00°12'50"E., a distance of 46.06 feet; thence N.89°47'10"W., a distance of 100.00 feet; thence N.00°12'50"E., a distance of 160.00 feet; thence S.89°47'10"E., a distance of 97.90 feet; thence N.00°12'50"E., a distance of 146.75 feet; thence S.89°47'10"E., a distance of 735.00 feet; thence S.00°12'50"W., a distance of 280.00 feet; thence N.89°47'10"W., a distance of 180.00 feet; thence N.00°12'50"E., a distance of 95.00 feet; thence Northwesterly, 7.85 feet along the arc of a tangent curve to the left having a radius of 5.00 feet and a central angle of 90°00'00" (chord bearing N.44°47'10"W., 7.07 feet); thence N.89°47'10"W., a distance of

467.90 feet; thence S.00°12'50"W., a distance of 172.81 feet; thence Southeasterly, 80.95 feet along the arc of a tangent curve to the left having a radius of 80.00 feet and a central angle of 57°58'30" (chord bearing S.28°46'25"E., 77.54 feet); thence S.57°45'40"E., a distance of 185.86 feet; thence N.89°31'29"E., a distance of 24.85 feet; thence N.87°52'41"E., a distance of 259.93 feet; thence S.02°07'19"E., a distance of 109.07 feet; thence N.87°52'41"E., a distance of 135.00 feet; thence S.02°07'19"E., a distance of 290.00 feet; thence S.87°52'41"W., a distance of 70.00 feet; thence S.02°07'19"E., a distance of 57.85 feet; thence S.39°52'33"W., a distance of 67.29 feet; thence S.01°58'47"E., a distance of 128.07 feet; thence S.87°52'41"W., a distance of 834.66 feet; thence Westerly, 104.66 feet along the arc of a tangent curve to the left having a radius of 260.00 feet and a central angle of 23°03'51" (chord bearing S.76°20'46"W., 103.96 feet); thence S.64°59'06"W., a distance of 49.69 feet; thence Westerly, 165.03 feet along the arc of a non-tangent curve to the right having a radius of 540.00 feet and a central angle of 17°30'36" (chord bearing S.74°54'27"W., 164.39 feet); thence N.06°52'05"W., a distance of 115.20 feet; thence S.85°34'30"W., a distance of 17.17 feet; thence N.04°36'38"W., a distance of 49.65 feet; thence Easterly, 13.54 feet along the arc of a non-tangent curve to the left having a radius of 158.28 feet and a central angle of 04°54'06" (chord bearing N.85°16'19"E., 13.54 feet); thence N.06°36'45"W., a distance of 115.01 feet; thence Easterly, 89.28 feet along the arc of a non-tangent curve to the left having a radius of 260.00 feet and a central angle of 19°40'26" (chord bearing N.74°39'09"E., 88.84 feet); thence N.64°48'56"E., a distance of 37.10 feet; thence Easterly, 217.36 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 23°03'45" (chord bearing N.76°20'49"E., 215.89 feet); thence N.87°52'41"E., a distance of 395.00 feet; thence N.02°07'19"W., a distance of 258.75 feet to the **POINT OF BEGINNING**.

Containing 16.497 acres, more or less.

Total net acreage for Schaller Preserve Phase 1 is 169.020 acres, more or less.

**Exhibit B**  
**Engineer's Report**

*[attached beginning at following page]*

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the concepts.

The third part of the document discusses the various types of accounts used in accounting. It categorizes accounts into assets, liabilities, equity, revenue, and expense accounts. It also explains how these accounts are used to record and summarize financial transactions.

The fourth part of the document discusses the importance of adjusting entries. It explains how these entries are used to ensure that the financial statements accurately reflect the economic reality of the business at the end of the accounting period.

The fifth part of the document discusses the various methods used to value inventory. It compares the first-in, first-out (FIFO) method, the last-in, first-out (LIFO) method, and the weighted average cost method.

The sixth part of the document discusses the importance of depreciation. It explains how depreciation is used to allocate the cost of a long-term asset over its useful life.

The seventh part of the document discusses the various methods used to calculate the cost of goods sold. It compares the FIFO method, the LIFO method, and the weighted average cost method.

The eighth part of the document discusses the importance of the closing process. It explains how the closing process is used to transfer the balances of temporary accounts to permanent accounts.

The ninth part of the document discusses the various methods used to calculate the cost of equity. It compares the cost of debt, the cost of preferred stock, and the cost of common stock.

The tenth part of the document discusses the importance of the financial statements. It explains how the financial statements are used to provide information about the financial performance and position of the business.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is explained in detail, with examples provided to illustrate the concepts.

The third part of the document discusses the various types of accounts used in accounting. It categorizes accounts into assets, liabilities, equity, revenue, and expense accounts. It also explains how these accounts are used to record and summarize financial transactions.

The fourth part of the document discusses the importance of adjusting entries. It explains how these entries are used to ensure that the financial statements accurately reflect the economic reality of the business at the end of the accounting period.

The fifth part of the document discusses the various methods used to value inventory. It compares the first-in, first-out (FIFO) method, the last-in, first-out (LIFO) method, and the weighted average cost method.

The sixth part of the document discusses the importance of depreciation. It explains how depreciation is used to allocate the cost of a long-term asset over its useful life.

The seventh part of the document discusses the various methods used to calculate the cost of goods sold. It compares the FIFO method, the LIFO method, and the weighted average cost method.

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This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Lauren Gentry, Esq.  
Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2026  
(ASSESSMENT AREA ONE PROJECT)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Schaller Preserve Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolutions No. 2022-27, 2022-28, 2022-36 and 2026-02 (the “Assessment Resolutions”), confirming and certifying the lien of non-ad valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Assessment Area One Project described in such Assessment Resolutions. Said assessments are pledged to secure the Schaller Preserve Community Development District Special Assessment Bonds, Series 2026 (Assessment Area One Project) (the “Series 2026 Bonds”). The legal description of the lands on which said special assessments are imposed is attached to this notice (the “Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology for Schaller Preserve Community Development District*, dated May 24, 2022, as supplemented by that certain *First Supplemental Assessment Methodology for the Phase One Project*, dated March 12, 2026 (together, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Schaller Preserve Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT. THE ASSESSMENT AREA ONE SPECIAL ASSESSMENTS ARE SET AT THE RATES SET FORTH IN THE**

**METHODOLOGY REFERENCED HEREIN. THE OPERATION AND MAINTENANCE ASSESSMENTS VARY AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

*[Signature page follows]*

**IN WITNESS WHEREOF**, this Notice has been executed and effective as of the 19th day of March 2026, and recorded in the Official Records of Polk County, Florida.

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Scott Shapiro  
Chairperson, Board of Supervisors  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of March 2026, by Scott Shapiro, as Chairperson of the Board of Supervisors for the Schaller Preserve Community Development District.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## EXHIBIT A - LEGAL DESCRIPTION

### **DESCRIPTION:** SHALLER PRESERVE PHASE 1 (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the **POINT OF BEGINNING**.

Containing 203.000 acres, more or less.

### **LESS AND EXCEPT:** PHASE 2 (NORTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the East boundary thereof, N.00°18'13"W., a distance of 435.01 feet to the **POINT OF BEGINNING** PHASE 2 (NORTH); thence S.36°40'47"W., a distance of 1.78 feet; thence Southwesterly, 329.69 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 34°39'36" (chord bearing S.54°00'35"W., 324.68 feet); thence Northerly, 52.72 feet along the arc of a non-tangent curve to the left having a radius of 760.82 feet and a central angle of 03°58'13" (chord bearing N.15°50'56"W., 52.71 feet); thence N.17°43'30"W., a distance of 112.39 feet; thence S.71°28'27"W., a distance of 10.62 feet; thence S.72°16'30"W., a distance of 79.38 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.62°43'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 40.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.27°16'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 90.00 feet; thence N.17°43'30"W., a distance of 65.21 feet; thence Northwesterly, 230.99 feet along the arc of a tangent curve to the left having a radius of 535.00 feet and a central angle of 24°44'17" (chord bearing N.30°05'39"W., 229.20 feet); thence Northwesterly, 297.19 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 31°49'39" (chord bearing N.26°32'58"W., 293.38 feet); thence N.10°38'09"W., a distance of 661.23 feet;

thence N.79°21'51"E., a distance of 90.00 feet; thence Easterly, 26.83 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing S.69°53'17"E., 25.56 feet); thence N.79°21'51"E., a distance of 46.06 feet; thence Northeasterly, 26.83 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing N.48°36'59"E., 25.56 feet); thence N.79°21'51"E., a distance of 95.00 feet; thence S.10°38'09"E., a distance of 661.24 feet; thence Southeasterly, 144.31 feet along the arc of a non-tangent curve to the left having a radius of 257.32 feet and a central angle of 32°07'54" (chord bearing S.26°31'59"E., 142.42 feet); thence Southeasterly, 294.07 feet along the arc of a non-tangent curve to the right having a radius of 812.82 feet and a central angle of 20°43'45" (chord bearing S.32°05'27"E., 292.47 feet); thence Northeasterly, 165.71 feet along the arc of a non-tangent curve to the left having a radius of 260.86 feet and a central angle of 36°23'48" (chord bearing N.51°23'03"E., 162.93 feet); thence N.36°37'30"E., a distance of 477.20 feet; thence N.30°30'58"E., a distance of 26.01 feet; thence N.28°24'02"E., a distance of 274.10 feet; thence Northeasterly, 47.12 feet along the arc of a non-tangent curve to the left having a radius of 319.25 feet and a central angle of 08°27'21" (chord bearing N.23°41'10"E., 47.07 feet); thence N.21°09'18"E., a distance of 366.18 feet; thence S.68°50'42"E., a distance of 285.00 feet; thence S.21°09'18"W., a distance of 380.94 feet; thence Southwesterly, 68.38 feet along the arc of a non-tangent curve to the right having a radius of 545.04 feet and a central angle of 07°11'17" (chord bearing S.24°48'22"W., 68.33 feet); thence S.28°24'02"W., a distance of 277.88 feet; thence Southwesterly, 78.75 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 08°16'45" (chord bearing S.32°32'25"W., 78.68 feet); thence S.36°40'47"W., a distance of 478.18 feet to the **POINT OF BEGINNING**.

Containing 17.484 acres, more or less.

**LESS AND EXCEPT:** PHASE 2 (SOUTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the South boundary of the Northwest 1/4 of said Section 6, S.89°26'52"E., a distance of 696.90 feet to the **POINT OF BEGINNING** PHASE 2 (SOUTH); thence N.02°07'19"W., a distance of 92.51 feet; thence N.57°45'40"W., a distance of 76.74 feet; thence Northwesterly, 161.90 feet along the arc of a tangent curve to the right having a radius of 160.00 feet and a central angle of 57°58'30" (chord bearing N.28°46'25"W., 155.08 feet); thence N.00°12'50"E., a distance of 46.06 feet; thence N.89°47'10"W., a distance of 100.00 feet; thence N.00°12'50"E., a distance of 160.00 feet; thence S.89°47'10"E., a distance of 97.90 feet; thence N.00°12'50"E., a distance of 146.75 feet; thence S.89°47'10"E., a distance of 735.00 feet; thence S.00°12'50"W., a distance of 280.00 feet; thence N.89°47'10"W., a distance of 180.00 feet; thence N.00°12'50"E., a distance of 95.00 feet; thence Northwesterly, 7.85 feet along the arc of a tangent curve to the left having a radius of 5.00 feet and a central angle of 90°00'00" (chord bearing N.44°47'10"W., 7.07 feet); thence N.89°47'10"W., a distance of 467.90 feet; thence S.00°12'50"W., a distance of 172.81 feet; thence Southeasterly, 80.95 feet along the arc of a tangent curve to the left having a radius of 80.00 feet and a central angle of 57°58'30" (chord bearing S.28°46'25"E., 77.54 feet); thence S.57°45'40"E., a

distance of 185.86 feet; thence N.89°31'29"E., a distance of 24.85 feet; thence N.87°52'41"E., a distance of 259.93 feet; thence S.02°07'19"E., a distance of 109.07 feet; thence N.87°52'41"E., a distance of 135.00 feet; thence S.02°07'19"E., a distance of 290.00 feet; thence S.87°52'41"W., a distance of 70.00 feet; thence S.02°07'19"E., a distance of 57.85 feet; thence S.39°52'33"W., a distance of 67.29 feet; thence S.01°58'47"E., a distance of 128.07 feet; thence S.87°52'41"W., a distance of 834.66 feet; thence Westerly, 104.66 feet along the arc of a tangent curve to the left having a radius of 260.00 feet and a central angle of 23°03'51" (chord bearing S.76°20'46"W., 103.96 feet); thence S.64°59'06"W., a distance of 49.69 feet; thence Westerly, 165.03 feet along the arc of a non-tangent curve to the right having a radius of 540.00 feet and a central angle of 17°30'36" (chord bearing S.74°54'27"W., 164.39 feet); thence N.06°52'05"W., a distance of 115.20 feet; thence S.85°34'30"W., a distance of 17.17 feet; thence N.04°36'38"W., a distance of 49.65 feet; thence Easterly, 13.54 feet along the arc of a non-tangent curve to the left having a radius of 158.28 feet and a central angle of 04°54'06" (chord bearing N.85°16'19"E., 13.54 feet); thence N.06°36'45"W., a distance of 115.01 feet; thence Easterly, 89.28 feet along the arc of a non-tangent curve to the left having a radius of 260.00 feet and a central angle of 19°40'26" (chord bearing N.74°39'09"E., 88.84 feet); thence N.64°48'56"E., a distance of 37.10 feet; thence Easterly, 217.36 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 23°03'45" (chord bearing N.76°20'49"E., 215.89 feet); thence N.87°52'41"E., a distance of 395.00 feet; thence N.02°07'19"W., a distance of 258.75 feet to the **POINT OF BEGINNING**.

Containing 16.497 acres, more or less.

Total net acreage for Schaller Preserve Phase 1 is 169.020 acres, more or less.

The first part of the document discusses the importance of maintaining accurate records of all transactions. This includes not only sales and purchases but also any other financial activities that may occur. It is essential to ensure that all entries are properly documented and supported by appropriate evidence.

In addition, the document emphasizes the need for regular reconciliation of accounts. This process involves comparing the company's internal records with external statements, such as bank statements or supplier invoices, to identify any discrepancies. Regular reconciliation helps to prevent errors and ensures that the financial data is up-to-date and accurate.

Finally, the document highlights the importance of maintaining a clear and organized system for storing financial records. This can be achieved through the use of a robust accounting software system or a well-structured filing system. Proper record-keeping is crucial for ensuring the integrity and reliability of the financial information.

The second part of the document provides a detailed overview of the company's financial performance over the past year. This includes a comprehensive analysis of the income statement, balance sheet, and cash flow statement. The analysis shows that the company has achieved a steady increase in revenue, driven primarily by strong sales in the core markets.

However, there have been some challenges in the form of increased operating expenses and a decline in net income. The primary cause of this is the rise in raw material costs, which has significantly impacted the company's profit margins. Despite these challenges, the company has managed to maintain a strong position in the market and has successfully implemented several cost-saving measures.

Looking ahead, the company is optimistic about its future prospects. It expects continued growth in sales and a focus on improving operational efficiency. The management team is committed to addressing the challenges ahead and ensuring that the company remains a leader in its industry.

In conclusion, the document provides a clear and concise summary of the company's financial situation. It highlights the strengths and weaknesses of the business and offers valuable insights into the factors that have influenced its performance. This information is essential for stakeholders and investors to make informed decisions about the company's future.

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Lauren Gentry, Esq.  
Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301

**DECLARATION OF CONSENT TO THE JURISDICTION OF  
SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF ASSESSMENT AREA ONE SPECIAL ASSESSMENTS**

**[SERIES 2026 BONDS]**

**MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company (the “**Landowner**”), is the primary owner and/or developer of those lands described in **Exhibit A** attached hereto (“**Assessment Area One**”) located within the boundaries of the Schaller Preserve Community Development District (the “**District**”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after May 19, 2022, a legally created, duly organized, and validly existing community development district under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of Polk County, Florida (the “**County Commission**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons authorized by the Act; (b) Ordinance No. 2022-037, effective as of May 19, 2022, was duly and properly adopted by the County Commission in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from May 19, 2022, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2022-27, 2022-28, 2022-36, and 2026-02 (collectively, the “**Assessment Resolutions**”), which levied and imposed a debt service special assessment lien on Assessment Area One (the “**Assessment Area One Special Assessments**”). Such Assessment Area One Special Assessments are legal, valid and binding first liens upon Assessment Area One, coequal with the lien of all state, county, city, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid. The Landowner hereby agrees and acknowledges that the Assessment Resolutions provide that the lien for assessments remains inchoate until the District issues bonds and, without the need for further resolution, the lien attaches at the time of issuance of bonds, including the Series 2026 Bonds hereinafter defined.

3. The Landowner hereby expressly: (i) acknowledges, represents and agrees that the Assessment Area One Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$3,980,000 Special Assessment Bonds, Series 2026 (Assessment Area One Project) (herein, the "**Series 2026 Bonds**"), or securing payment thereof (together the documents executed by the Landowner in conjunction with the issuance of the Series 2026 Bonds, hereinafter the "**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessment Area One Special Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) agrees that the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or objection to the Assessment Resolutions, the Assessment Area One Special Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) agrees that the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) acknowledges that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessment Area One Special Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay the Assessment Area One Special Assessments in full at any time, but with interest, under the circumstances set forth in the Assessment Resolutions.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Assessment Area One Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), whose mailing address is 219 East Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524.

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD**

**EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.**

Effective the 19th day of March 2026.

*[Signature on following page]*

**WITNESSES:**

**MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: Millrose Properties Holdings, LLC, a Delaware limited liability company, its Member

\_\_\_\_\_

\_\_\_\_\_  
By: Rachel Presa  
Its: Vice President  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of March 2026, by Rachel Presa, as Vice President of Millrose Properties Holdings, LLC, a Delaware limited liability company and Member of Millrose Properties Florida, LLC, for and on behalf of said entity. She  is personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A: Assessment Area One**

**Exhibit A**

**DESCRIPTION:** SHALLER PRESERVE PHASE 1 (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the **POINT OF BEGINNING**.

Containing 203.000 acres, more or less.

**LESS AND EXCEPT:** PHASE 2 (NORTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the East boundary thereof, N.00°18'13"W., a distance of 435.01 feet to the **POINT OF BEGINNING** PHASE 2 (NORTH); thence S.36°40'47"W., a distance of 1.78 feet; thence Southwesterly, 329.69 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 34°39'36" (chord bearing S.54°00'35"W., 324.68 feet); thence Northerly, 52.72 feet along the arc of a non-tangent curve to the left having a radius of 760.82 feet and a central angle of 03°58'13" (chord bearing N.15°50'56"W., 52.71 feet); thence N.17°43'30"W., a distance of 112.39 feet; thence S.71°28'27"W., a distance of 10.62 feet; thence S.72°16'30"W., a distance of 79.38 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.62°43'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 40.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.27°16'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 90.00 feet; thence N.17°43'30"W., a distance of 65.21 feet; thence Northwesterly, 230.99 feet along the arc of a tangent curve to the left

having a radius of 535.00 feet and a central angle of 24°44'17" (chord bearing N.30°05'39"W., 229.20 feet); thence Northwesterly, 297.19 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 31°49'39" (chord bearing N.26°32'58"W., 293.38 feet); thence N.10°38'09"W., a distance of 661.23 feet; thence N.79°21'51"E., a distance of 90.00 feet; thence Easterly, 26.83 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing S.69°53'17"E., 25.56 feet); thence N.79°21'51"E., a distance of 46.06 feet; thence Northeasterly, 26.83 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing N.48°36'59"E., 25.56 feet); thence N.79°21'51"E., a distance of 95.00 feet; thence S.10°38'09"E., a distance of 661.24 feet; thence Southeasterly, 144.31 feet along the arc of a non-tangent curve to the left having a radius of 257.32 feet and a central angle of 32°07'54" (chord bearing S.26°31'59"E., 142.42 feet); thence Southeasterly, 294.07 feet along the arc of a non-tangent curve to the right having a radius of 812.82 feet and a central angle of 20°43'45" (chord bearing S.32°05'27"E., 292.47 feet); thence Northeasterly, 165.71 feet along the arc of a non-tangent curve to the left having a radius of 260.86 feet and a central angle of 36°23'48" (chord bearing N.51°23'03"E., 162.93 feet); thence N.36°37'30"E., a distance of 477.20 feet; thence N.30°30'58"E., a distance of 26.01 feet; thence N.28°24'02"E., a distance of 274.10 feet; thence Northeasterly, 47.12 feet along the arc of a non-tangent curve to the left having a radius of 319.25 feet and a central angle of 08°27'21" (chord bearing N.23°41'10"E., 47.07 feet); thence N.21°09'18"E., a distance of 366.18 feet; thence S.68°50'42"E., a distance of 285.00 feet; thence S.21°09'18"W., a distance of 380.94 feet; thence Southwesterly, 68.38 feet along the arc of a non-tangent curve to the right having a radius of 545.04 feet and a central angle of 07°11'17" (chord bearing S.24°48'22"W., 68.33 feet); thence S.28°24'02"W., a distance of 277.88 feet; thence Southwesterly, 78.75 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 08°16'45" (chord bearing S.32°32'25"W., 78.68 feet); thence S.36°40'47"W., a distance of 478.18 feet to the **POINT OF BEGINNING**.

Containing 17.484 acres, more or less.

**LESS AND EXCEPT: PHASE 2 (SOUTH) (By GeoPoint Surveying, Inc.)**

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the South boundary of the Northwest 1/4 of said Section 6, S.89°26'52"E., a distance of 696.90 feet to the **POINT OF BEGINNING** PHASE 2 (SOUTH); thence N.02°07'19"W., a distance of 92.51 feet; thence N.57°45'40"W., a distance of 76.74 feet; thence Northwesterly, 161.90 feet along the arc of a tangent curve to the right having a radius of 160.00 feet and a central angle of 57°58'30" (chord bearing N.28°46'25"W., 155.08 feet); thence N.00°12'50"E., a distance of 46.06 feet; thence N.89°47'10"W., a distance of 100.00 feet; thence N.00°12'50"E., a distance of 160.00 feet; thence S.89°47'10"E., a distance of 97.90 feet; thence N.00°12'50"E., a distance of 146.75 feet; thence S.89°47'10"E., a distance of 735.00 feet; thence S.00°12'50"W., a distance of 280.00 feet; thence N.89°47'10"W., a distance of 180.00 feet; thence N.00°12'50"E., a distance of 95.00 feet; thence Northwesterly, 7.85 feet along the arc of a tangent curve to the left having a radius of 5.00 feet and a central angle of

90°00'00" (chord bearing N.44°47'10"W., 7.07 feet); thence N.89°47'10"W., a distance of 467.90 feet; thence S.00°12'50"W., a distance of 172.81 feet; thence Southeasterly, 80.95 feet along the arc of a tangent curve to the left having a radius of 80.00 feet and a central angle of 57°58'30" (chord bearing S.28°46'25"E., 77.54 feet); thence S.57°45'40"E., a distance of 185.86 feet; thence N.89°31'29"E., a distance of 24.85 feet; thence N.87°52'41"E., a distance of 259.93 feet; thence S.02°07'19"E., a distance of 109.07 feet; thence N.87°52'41"E., a distance of 135.00 feet; thence S.02°07'19"E., a distance of 290.00 feet; thence S.87°52'41"W., a distance of 70.00 feet; thence S.02°07'19"E., a distance of 57.85 feet; thence S.39°52'33"W., a distance of 67.29 feet; thence S.01°58'47"E., a distance of 128.07 feet; thence S.87°52'41"W., a distance of 834.66 feet; thence Westerly, 104.66 feet along the arc of a tangent curve to the left having a radius of 260.00 feet and a central angle of 23°03'51" (chord bearing S.76°20'46"W., 103.96 feet); thence S.64°59'06"W., a distance of 49.69 feet; thence Westerly, 165.03 feet along the arc of a non-tangent curve to the right having a radius of 540.00 feet and a central angle of 17°30'36" (chord bearing S.74°54'27"W., 164.39 feet); thence N.06°52'05"W., a distance of 115.20 feet; thence S.85°34'30"W., a distance of 17.17 feet; thence N.04°36'38"W., a distance of 49.65 feet; thence Easterly, 13.54 feet along the arc of a non-tangent curve to the left having a radius of 158.28 feet and a central angle of 04°54'06" (chord bearing N.85°16'19"E., 13.54 feet); thence N.06°36'45"W., a distance of 115.01 feet; thence Easterly, 89.28 feet along the arc of a non-tangent curve to the left having a radius of 260.00 feet and a central angle of 19°40'26" (chord bearing N.74°39'09"E., 88.84 feet); thence N.64°48'56"E., a distance of 37.10 feet; thence Easterly, 217.36 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 23°03'45" (chord bearing N.76°20'49"E., 215.89 feet); thence N.87°52'41"E., a distance of 395.00 feet; thence N.02°07'19"W., a distance of 258.75 feet to the **POINT OF BEGINNING**.

Containing 16.497 acres, more or less.

Total net acreage for Schaller Preserve Phase 1 is 169.020 acres, more or less.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations. The text further explains that regular audits are essential to identify any discrepancies or errors in the accounting process.

In addition, the document highlights the need for transparency and accountability. All financial activities should be clearly documented and accessible to relevant stakeholders. This practice helps in building trust and provides a clear overview of the organization's financial health.

The second part of the document focuses on budgeting and financial forecasting. It outlines the steps involved in creating a realistic budget, including identifying income sources and estimating various expenses. The text also discusses the importance of monitoring the budget regularly to ensure that the organization stays on track and can make adjustments as needed.

Finally, the document touches upon the role of technology in modern accounting. It mentions how software solutions can streamline processes, reduce errors, and provide real-time insights into financial data. However, it also notes that proper training and security measures are crucial when implementing such technologies.

The third section of the document addresses the challenges faced by small businesses in managing their finances. It identifies common issues such as limited resources, lack of expertise, and inconsistent cash flow. The text provides practical advice on how to overcome these challenges, such as seeking professional advice, negotiating better terms with suppliers, and maintaining a healthy cash flow.

Furthermore, the document discusses the importance of financial planning for long-term success. It encourages businesses to set clear financial goals and develop a strategy to achieve them. This involves regular reviews and adjustments to the plan based on changing market conditions and business needs.

The fourth part of the document explores the impact of economic factors on business performance. It discusses how inflation, interest rates, and market volatility can affect various aspects of a business, from pricing to investment decisions. The text offers insights into how businesses can adapt to these external factors and maintain their competitive edge.

In conclusion, the document emphasizes that effective financial management is the key to the success and sustainability of any business. It calls for a proactive approach, where businesses regularly review their financial performance and make necessary adjustments to stay on course.

The document concludes with a summary of the key points discussed. It reiterates the importance of accurate record-keeping, budgeting, and financial planning. It also encourages businesses to stay informed about economic trends and to seek professional help when needed.

## AGREEMENT REGARDING THE ACQUISITION OF WORK PRODUCT, IMPROVEMENTS & REAL PROPERTY

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 19th day of March 2026, by and between:

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida, with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

**LENNAR HOMES, LLC**, a Florida limited liability company, the developer of certain lands within the District, with a mailing address of 4301 W. Boy Scout Boulevard, Suite 600, Tampa, Florida 33607, and its successors and assigns (together with its successors and assigns, the “**Development Manager**” and, together with the District, each a “**Party**” and collectively, the “**Parties**”).

### RECITALS

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in its *Engineer’s Report for Capital Improvements*, dated May 24, 2022, as supplemented by that certain *Supplemental Engineer’s Report for Capital Improvements*, dated October 24, 2025 (together, both reports are the “**Engineer’s Report**” and the projects detailed therein, the “**Capital Improvement Plan**” and the improvements described in the Engineer’s Report, the “**Improvements**”), as may be further supplemented from time to time, attached hereto as **Exhibit A**; and

**WHEREAS**, Millrose Properties Florida, LLC (“**Land Bank**”) is the owner of certain lands further described in **Exhibit B** (“**Assessment Area One**”) located within the boundaries of the District, which are further described in **Exhibit C** (“**Property**”); and

**WHEREAS**, the Development Manager is, in conjunction with the Land Bank, developing Assessment Area One and has certain development rights and obligations; and

**WHEREAS**, the District intends to finance all or a portion of the Capital Improvement Plan through the use of proceeds from anticipated sale(s) of one or more series of special assessment bonds (collectively, “**Bonds**”); and

**WHEREAS**, the District does not have sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits,

specifications, and related documents which would allow the timely commencement and completion of construction of the Capital Improvement Plan (the “**Work Product**”) and even after issuing one or more series of Bonds may still be without sufficient funds for the same; and

**WHEREAS**, the District acknowledges the Development Manager needs to have the Improvements comprising the Capital Improvement Plan constructed in an expeditious and timely manner in order to develop the Property, including Assessment Area One; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of its Bonds and even after the Bonds are issued may still be without sufficient funds on hand to complete the Project, including the Work Product and Improvements; and

**WHEREAS**, to avoid a delay in the commencement of the construction of the Improvements and development of the Work Product, the Development Manager has offered to commence certain work on behalf of the District to enable the District to expeditiously provide the Improvements and Work Product and the District may accept assignment of certain agreements regarding the same; and

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, the Development Manager may desire to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest (the “**Real Property**”); and

**WHEREAS**, the Development Manager and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Development Manager agree as follows:

**SECTION 1. INCORPORATION OF RECITALS; BINDING NATURE.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement. The District acknowledges and agrees that the obligations set forth in this Agreement, including without limitation the obligation to acquire Work Product, Improvements, and Real Property necessary to effectuate the Capital Improvement Plan, are essential to the development of the Property, including Assessment Area One, and the provision of infrastructure to serve the District's residents and landowners. Accordingly, the District agrees that such obligations shall be binding upon the District to the extent permitted by law and subject to the availability of legally appropriated funds.

**SECTION 2. WORK PRODUCT.** The District shall pay the lesser of actual cost incurred by the Development Manager or fair market value, for preparation of the Work Product in

furtherance of the Capital Improvement Plan, all in accordance with the provisions of this Agreement. The Development Manager shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Development Manager for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “**Acquisition Date**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (the “**Board**”) the total actual amount of cost, which, in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the trustee for the series of Bonds (the “**Trustee**”). In the event that the Development Manager disputes the District Engineer’s opinion as to cost, the District and the Development Manager agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer’s affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or ongoing ownership and operation of the Improvements.

A. The Development Manager agrees to convey, to the extent permitted by the terms of the Work Product, the Work Product to the District upon payment of the sums determined to be acceptable by the District Engineer and approved by the District pursuant to and as set forth in this Agreement.

B. The Development Manager agrees to release to the District all right, title, and interest which the Development Manager may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Development Manager shall retain the right, title and interest to use the Work Product, and the District shall grant the Development Manager a license to use the Work Product to the extent reasonably required by the Development Manager in connection with the ownership, construction, development, and management of the Property or other lands owned by the Land Bank to which such Work Product pertains. To the extent determined necessary by the District, the Development Manager shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. The Development Manager agrees to make reasonable good faith efforts, but without imposing any requirement on the Development Manager to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable

to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report and assign to the District such warranty and release.

**D.** The District agrees to allow the Development Manager access to and use of the Work Product without the payment of any fee by the Development Manager. However, to the extent the Development Manager's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Development Manager agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** The Development Manager has expended or is anticipated to expend, prior to issuance of the District's Bonds, certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Development Manager for those portions of the Improvements which commenced or were completed prior to the issuance of the Bonds. When a portion of the Improvements is ready for conveyance by the Development Manager to the District, the Development Manager shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Development Manager agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide the Development Manager with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Development Manager's estimate of cost, sufficient unencumbered funds to acquire the improvement; provided, however, that the lack of sufficient unencumbered funds shall not relieve the District of its obligation to acquire Improvements necessary to effectuate the Capital Improvement Plan, subject to applicable legal requirements and the terms of this Agreement but shall not be required to levy assessments or issue additional Bonds to reimburse Development Manager.

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Development Manager agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Development Manager, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Development Manager agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Development Manager and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Development Manager providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the District's Bonds are actually issued, the Development Manager agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District, provided that the District shall reimburse the Development Manager for such funds from Bond proceeds in accordance with Section 7 of this Agreement.

**SECTION 5. CONVEYANCE OF REAL PROPERTY.**

A. **Conveyance.** Subject to the terms of this Agreement, the District shall accept dedication or conveyance of all interests in Real Property over which the Improvements have been or will be constructed, and/or which are necessary for the operation and maintenance of, and/or access to, the Improvements necessary to effectuate the Capital Improvement Plan, at the time of platting such Real Property or at such earlier time as may be requested by the Development Manager. The District's obligation to accept such Real Property shall be binding upon the District, regardless of the availability of funds at the time of conveyance subject to legal requirements and the terms of this Agreement. The Development Manager agrees to provide, or cause to be provided, to the District the following: (i) appropriate special warranty deeds or other instruments conveying interests in Real Property reasonably acceptable to the District, and (ii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the

District. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Land Bank or the value of an appraisal obtained by the District for this purpose if any consideration is appropriate, requested and available. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The Development Manager shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Development Manager shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Land Bank conveys said lands to the District. At the time of conveyance, the District may require, at the Development Manager's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the Development Manager shall cure such defects at no expense to the District within sixty (60) days of receiving notice of such defects, or the District may, at its option, terminate its obligation to accept conveyance of such Real Property without penalty.

**B. *Boundary or Other Adjustments.*** The Development Manager and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in the Land Bank's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Development Manager to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

## **SECTION 6. TAXES, ASSESSMENTS, AND COSTS.**

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Development Manager agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

**1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Development Manager agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

**2.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property

of the District.

**B. Notice.** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Development Manager covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Development Manager fails to make timely payment of any such taxes or costs, the Development Manager acknowledges the District's right to make such payment. If the District makes such payment, the Development Manager agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

**C. Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Development Manager or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and the Development Manager hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from Bonds (the "**Prior Acquisitions**"). The District shall use commercially reasonable efforts to pursue the issuance of Bonds, subject to market conditions, legal requirements, and the District Board's determination that such issuance is in the best interests of the District, to fund the acquisition of Work Product, Improvements, and Real Property necessary to effectuate the Capital Improvement Plan. Within thirty (30) days from the issuance of any series of Bonds, the District shall make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable from Bonds Proceeds for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Proceeds that flow to the acquisition and construction account as a result of the satisfaction of a debt reserve release requirement(s), as such requirement(s) is defined in the Master Trust Indenture or the relevant Supplemental Trust Indenture, the District must pay to the Development Manager such amounts released into such account no later than thirty (30) days from the flow of such funds and only to the extent the Development Manager contributed Work Product, Improvements, or Real Property pursuant to this Agreement in an amount that exceeds the series of Bonds issued. Such funds shall be due within thirty (30) days of each release condition satisfaction date. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Development Manager for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Development Manager

acknowledges that the District intends to convey some or all of the Improvements to Polk County and other public entities and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

**SECTION 8. DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvements or Work Product hereunder, the Development Manager agrees to indemnify, defend, and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Development Manager, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvements, or Work Product, including litigation or any appellate proceedings with respect thereto and reasonable attorneys' fees and costs, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Development Manager shall not indemnify the District for a default by the District under this Agreement or for claims arising solely from the negligent acts or omissions of the District, its officers, engineers, employees, or contractors in their use of such Real Property, Improvements, or Work Product after conveyance to the District.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing Party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and the Development Manager relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of the Parties.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Development Manager. The District and the Development Manager have complied with all the requirements of law. The District and the Development Manager have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement (the "Notices" and each individually, a "Notice") shall be in writing and shall be delivered, mailed via tracked overnight delivery service, to the Parties, as follows:

A. If to the District: Schaller Preserve Community Development District  
c/o Governmental Management Services – CF, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

B. If to the Development Manager: Lennar Homes, LLC  
4301 W. Boy Scout Boulevard, Suite 600  
Tampa, Florida 33607  
Attn: \_\_\_\_\_

With a copy to: Greenberg Traurig, P.A.  
777 South Flagler Drive, Suite 300 East  
West Palm Beach, Florida 33401  
Attn: Phillip Gildan, 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 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Development Manager may deliver Notice on behalf of the District and the Development Manager. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Development Manager as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**SECTION 16. THIRD-PARTY BENEFICIARIES.** Subject to the next succeeding sentence, this Agreement is solely for the benefit of the District and the Development Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Development Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions

or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Development Manager and their respective representatives, successors, and assigns. For the avoidance of doubt, the District's obligations under this Agreement, including without limitation the obligation to acquire Work Product, Improvements, and Real Property necessary to effectuate the Capital Improvement Plan, shall be binding upon the District, regardless of the availability of funds, to the extent permitted by law and subject to the terms of this Agreement.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Development Manager may assign this Agreement, in whole or in part, to any successor in interest or affiliate of all or any portion of the Property then-owned by the Development Manager without the consent of the District, provided that any such assignee expressly agrees, in writing, to assume the obligations for the Development Manager under this Agreement applicable to the portion of the Property so assigned.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 19. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and the Development Manager.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within five (5) years from the date of this Agreement.

**SECTION 21. PUBLIC RECORDS.** The Development Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Chapter 119, *Florida Statutes*, and other applicable Florida public records laws. The Development Manager shall comply with all public records requirements, including but not limited to the requirement to: (a) keep and maintain public records that ordinarily and necessarily would be required by the District to perform the services under this Agreement; (b) provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Development Manager upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE DEVELOPMENT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPMENT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE DISTRICT MANAGER'S OFFICE HEREIN PROVIDED.**

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable; provided, however, that if any provision relating to the District's obligation to acquire the improvements and real property necessary to effectuate the capital improvement plan is held invalid or unenforceable, the parties agree to negotiate in good faith to replace such provision with a valid and enforceable provision that most closely reflects the original intent to bind the District to complete such acquisitions.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law; provided, however, that nothing in this Section shall limit or impair the District's contractual obligations under this Agreement to acquire the improvements and real property necessary to effectuate the capital improvement plan, which obligations constitute valid and enforceable contractual commitments that bind the District, subject only to the District's statutory powers and the availability of lawful funding mechanisms authorized under Chapter 190, *Florida Statutes*, including but not limited to the District's ability to issue bonds, levy assessments, and utilize other financing tools available to community development districts.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Agreement, once fully executed, may be recorded in the official records of the county where the Property is located at the option of either party. Such recordation, if made, shall provide constructive notice of the District's obligations hereunder, subject to the limitations set forth in this Agreement and applicable law, including without limitation the District's statutory powers and the authority of future boards under Chapter 190, *Florida Statutes*.

**SECTION 26. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The Development Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Development Manager agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(14), *Florida Statutes*.

*[Remainder of this page left intentionally blank]*

**IN WITNESS WHEREOF**, the Parties (District Signature Page) execute this Acquisition Agreement the day and year first written above.

Attest:

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

By: Scott Shapiro  
Its: Chairperson

**IN WITNESS WHEREOF**, the Parties (Development Manager Signature Page) execute this Acquisition Agreement the day and year first written above.

Witnesses:

**LENNAR HOMES, LLC**,  
a Florida limited liability company

\_\_\_\_\_  
Witness Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_

- Exhibit A:** Engineer's Report
- Exhibit B:** Assessment Area One
- Exhibit C:** Property

**Exhibit A**  
**Engineer's Report**

*[attached beginning at following page]*

**Exhibit B**  
**Assessment Area One**

**DESCRIPTION:** SHALLER PRESERVE PHASE 1 (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the **POINT OF BEGINNING**.

Containing 203.000 acres, more or less.

**LESS AND EXCEPT:** PHASE 2 (NORTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the East boundary thereof, N.00°18'13"W., a distance of 435.01 feet to the **POINT OF BEGINNING** PHASE 2

(NORTH); thence S.36°40'47"W., a distance of 1.78 feet; thence Southwesterly, 329.69 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 34°39'36" (chord bearing S.54°00'35"W., 324.68 feet); thence Northerly, 52.72 feet along the arc of a non-tangent curve to the left having a radius of 760.82 feet and a central angle of 03°58'13" (chord bearing N.15°50'56"W., 52.71 feet); thence N.17°43'30"W., a distance of 112.39 feet; thence S.71°28'27"W., a distance of 10.62 feet; thence S.72°16'30"W., a distance of 79.38 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.62°43'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 40.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.27°16'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 90.00 feet; thence N.17°43'30"W., a distance of 65.21 feet; thence Northwesterly, 230.99 feet along the arc of a tangent curve to the left having a radius of 535.00 feet and a central angle of 24°44'17" (chord bearing N.30°05'39"W., 229.20 feet); thence Northwesterly, 297.19 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 31°49'39" (chord bearing N.26°32'58"W., 293.38 feet); thence N.10°38'09"W., a distance of 661.23 feet; thence N.79°21'51"E., a distance of 90.00 feet; thence Easterly, 26.83 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing S.69°53'17"E., 25.56 feet); thence N.79°21'51"E., a distance of 46.06 feet; thence Northeasterly, 26.83 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing N.48°36'59"E., 25.56 feet); thence N.79°21'51"E., a distance of 95.00 feet; thence S.10°38'09"E., a distance of 661.24 feet; thence Southeasterly, 144.31 feet along the arc of a non-tangent curve to the left having a radius of 257.32 feet and a central angle of 32°07'54" (chord bearing S.26°31'59"E., 142.42 feet); thence Southeasterly, 294.07 feet along the arc of a non-tangent curve to the right having a radius of 812.82 feet and a central angle of 20°43'45" (chord bearing S.32°05'27"E., 292.47 feet); thence Northeasterly, 165.71 feet along the arc of a non-tangent curve to the left having a radius of 260.86 feet and a central angle of 36°23'48" (chord bearing N.51°23'03"E., 162.93 feet); thence N.36°37'30"E., a distance of 477.20 feet; thence N.30°30'58"E., a distance of 26.01 feet; thence N.28°24'02"E., a distance of 274.10 feet; thence Northeasterly, 47.12 feet along the arc of a non-tangent curve to the left having a radius of 319.25 feet and a central angle of 08°27'21" (chord bearing N.23°41'10"E., 47.07 feet); thence N.21°09'18"E., a distance of 366.18 feet; thence S.68°50'42"E., a distance of 285.00 feet; thence S.21°09'18"W., a distance of 380.94 feet; thence Southwesterly, 68.38 feet along the arc of a non-tangent curve to the right having a radius of 545.04 feet and a central angle of 07°11'17" (chord bearing S.24°48'22"W., 68.33 feet); thence S.28°24'02"W., a distance of 277.88 feet; thence Southwesterly, 78.75 feet

along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 08°16'45" (chord bearing S.32°32'25"W., 78.68 feet); thence S.36°40'47"W., a distance of 478.18 feet to the **POINT OF BEGINNING**.

Containing 17.484 acres, more or less.

**LESS AND EXCEPT: PHASE 2 (SOUTH) (By GeoPoint Surveying, Inc.)**

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the South boundary of the Northwest 1/4 of said Section 6, S.89°26'52"E., a distance of 696.90 feet to the **POINT OF BEGINNING** PHASE 2 (SOUTH); thence N.02°07'19"W., a distance of 92.51 feet; thence N.57°45'40"W., a distance of 76.74 feet; thence Northwesterly, 161.90 feet along the arc of a tangent curve to the right having a radius of 160.00 feet and a central angle of 57°58'30" (chord bearing N.28°46'25"W., 155.08 feet); thence N.00°12'50"E., a distance of 46.06 feet; thence N.89°47'10"W., a distance of 100.00 feet; thence N.00°12'50"E., a distance of 160.00 feet; thence S.89°47'10"E., a distance of 97.90 feet; thence N.00°12'50"E., a distance of 146.75 feet; thence S.89°47'10"E., a distance of 735.00 feet; thence S.00°12'50"W., a distance of 280.00 feet; thence N.89°47'10"W., a distance of 180.00 feet; thence N.00°12'50"E., a distance of 95.00 feet; thence Northwesterly, 7.85 feet along the arc of a tangent curve to the left having a radius of 5.00 feet and a central angle of 90°00'00" (chord bearing N.44°47'10"W., 7.07 feet); thence N.89°47'10"W., a distance of 467.90 feet; thence S.00°12'50"W., a distance of 172.81 feet; thence Southeasterly, 80.95 feet along the arc of a tangent curve to the left having a radius of 80.00 feet and a central angle of 57°58'30" (chord bearing S.28°46'25"E., 77.54 feet); thence S.57°45'40"E., a distance of 185.86 feet; thence N.89°31'29"E., a distance of 24.85 feet; thence N.87°52'41"E., a distance of 259.93 feet; thence S.02°07'19"E., a distance of 109.07 feet; thence N.87°52'41"E., a distance of 135.00 feet; thence S.02°07'19"E., a distance of 290.00 feet; thence S.87°52'41"W., a distance of 70.00 feet; thence S.02°07'19"E., a distance of 57.85 feet; thence S.39°52'33"W., a distance of 67.29 feet; thence S.01°58'47"E., a distance of 128.07 feet; thence S.87°52'41"W., a distance of 834.66 feet; thence Westerly,

104.66 feet along the arc of a tangent curve to the left having a radius of 260.00 feet and a central angle of 23°03'51" (chord bearing S.76°20'46"W., 103.96 feet); thence S.64°59'06"W., a distance of 49.69 feet; thence Westerly, 165.03 feet along the arc of a non-tangent curve to the right having a radius of 540.00 feet and a central angle of 17°30'36" (chord bearing S.74°54'27"W., 164.39 feet); thence N.06°52'05"W., a distance of 115.20 feet; thence S.85°34'30"W., a distance of 17.17 feet; thence N.04°36'38"W., a distance of 49.65 feet; thence Easterly, 13.54 feet along the arc of a non-tangent curve to the left having a radius of 158.28 feet and a central angle of 04°54'06" (chord bearing N.85°16'19"E., 13.54 feet); thence N.06°36'45"W., a distance of 115.01 feet; thence Easterly, 89.28 feet along the arc of a non-tangent curve to the left having a radius of 260.00 feet and a central angle of 19°40'26" (chord bearing N.74°39'09"E., 88.84 feet); thence N.64°48'56"E., a distance of 37.10 feet; thence Easterly, 217.36 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 23°03'45" (chord bearing N.76°20'49"E., 215.89 feet); thence N.87°52'41"E., a distance of 395.00 feet; thence N.02°07'19"W., a distance of 258.75 feet to the **POINT OF BEGINNING**.

Containing 16.497 acres, more or less.

Total net acreage for Schaller Preserve Phase 1 is 169.020 acres, more or less.

**Exhibit C**  
**Property – CDD Boundary Legal Description**

**LEGAL DESCRIPTION**  
**(by GeoPoint Surveying, Inc)**

**A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:**

**BEGIN at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the POINT OF BEGINNING.**

**Containing 203.000 acres,**

# SECTION 13



## 2026 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the \_\_\_\_\_ hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

**For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.**

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2026**, and shall run until **December 31, 2026**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

**POLK COUNTY PROPERTY APPRAISER**

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 1, 2026

Agency: \_\_\_\_\_

Signature: Jill Burns

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

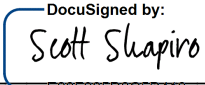
# SECTION 14

# CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 14, 2026 by and between the Schaller Preserve Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2026 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Schaller Preserve Community Development District.
3. The term of this Agreement shall commence on January 1, 2026 or the date signed below, whichever is later, and shall run until December 31, 2026, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2026 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 10, 2026**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2026**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2026 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2026 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Tuesday, September 15, 2026** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:   
 \_\_\_\_\_  
 Special District Representative  
 Scott Shapiro  
 \_\_\_\_\_  
 Print name  
 Manager  
 \_\_\_\_\_  
 Title

2026-01-22  
 \_\_\_\_\_  
 Date

Neil Combee  
 Polk County Property Appraiser  
 By:   
 \_\_\_\_\_  
 Neil Combee, Property Appraiser

# SECTION 15

**AGREEMENT BETWEEN SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT AND VIBENGINEERING, INC.**

**CLIENT AND SUBCONSULTANT AGREEMENT  
BETWEEN VIBE AND Schaller Preserve CDD  
Post Design Services  
March 27, 2025**

**Project:** Saddle Creek Road and Tenoroc High School Intersection, Polk County  
**Services:** Post-Design of a New Mast Arm Signal Pole Assembly.  
**Time Frame:** This Work Order is on effect until work is completed and final approval is obtained from the County.

**Scope of Work**

1. VIBE will review shop drawings, assist the Contractor with the request for information (RFI) and request for modification (RFM), and prepare any necessary plans revisions.
2. PGA will provide structural design services for new single arm mast arm to accommodate the signals at the Saddle Creek Road and Tenoroc High School intersection. PGA will review shop drawings for the mast arm and provide assistance to VIBE with construction related issues.

**Maximum Work Order Costs:**

This Work Order is for a maximum fee of \$ 6,564.00 including all labor, material, other direct costs, and fees.

VIBE's Post-Design Fee	\$ 4,164.00	Hourly
PGA's Post-Design Structural Engineering Services Fee	\$ 2,400.00	Hourly
<b>TOTAL</b>	<b>\$ 6,564.00</b>	

**CONSULTANT – VIBE**

**CLIENT – SCHALLER PRESERVE CDD**

  
\_\_\_\_\_

\_\_\_\_\_

Name: Sara E. Calhoun, PE  
Title: President

Name:  
Title:

Attachment A: VIBE Rate Schedule



**ATTACHMENT A – HOURLY RATES FOR ADDITIONAL SERVICES  
SADDLE CREEK ROAD AT TENEROC HIGH SCHOOL  
TRAFFIC SIGNAL POST DESIGN**

<b>Staff Classification</b>	<b>Hourly Rate</b>
Chief Engineer	\$282.00
Senior Engineer	\$180.00
ITS Analyst/Chief Designer	\$180.00
Project Engineer	\$150.00
Senior ITS Designer	\$131.25
CADD/Computer Technician	\$97.50
Administrative Assistant	\$93.00

6914 West Linebaugh Avenue, Tampa, FL 33625  
Phone: 813.264.2508  
VIBEngineering.com

**ADDENDUM TO AGREEMENT BETWEEN SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT AND VIBENGINEERING, INC.**

**Agreement:** Proposal dated March 27, 2025 (“**Agreement**”)  
**Engineer:** VIBEngineering, Inc. (“**Engineer**”)  
**District:** Schaller Preserve Community Development District (“**District**”)  
**Services:** Post-design of new mast arm signal pole assembly, as described in the Agreement (“**Services**”)

The following provisions govern the agreement referenced above:

1. Effective Date. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. Duties.
  - a. Engineer agrees, as an independent contractor, to undertake the Services described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with industry standards.
  - b. Engineer agrees to notify the District prior to performing any work subject to any price increases, and to proceed with the work only upon written consent from the District.
  - c. All permits or licenses necessary for Engineer to perform under this Agreement shall be obtained and paid for by Engineer.
3. Representations. Engineer hereby represents to the District that:
  - a. It has the experience and skill to perform the Services required to be performed by this Agreement.
  - b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
  - c. It shall perform said Services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
4. Compensation. In exchange for completing the Services as identified in the Agreement, and upon final completion and approval by the District of the Services, the District agrees to pay Engineer pursuant to the hourly rate schedule contained in **Exhibit A** in an amount not to exceed **Six Thousand, Five Hundred Sixty-Four Dollars and Zero Cents**

**(\$6,564.00)**. This compensation includes all parts, materials, and labor necessary to complete the Services as described in the Agreement and this Addendum. Engineer shall maintain records conforming to usual accounting practices. Further, Engineer agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and payable in accordance with Florida's Prompt Payment Act, sections 218.70 et seq. of the Florida Statutes. Each invoice shall include such supporting information as the District may reasonably require Engineer to provide.

5. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.
6. Ownership of Documents.
  - a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire. **Engineer hereby irrevocably assigns, transfers, and conveys to the District all rights, title, and interest in and to such Work Product, including all intellectual property rights therein.**
  - b. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
  - c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such

work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

- 7. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.
- 8. Additional Work. Should the District desire that Engineer provide additional work and/or services, such additional work and/or services shall be fully performed by Engineer after the District’s prior approval of a required change order. Engineer agrees that the District shall not be liable for the payment of any additional work and/or services, unless the District first authorizes Engineer to perform such additional work and/or services through an authorized and fully executed change order.
- 9. Termination. The Agreement may be terminated immediately by the District for cause, or upon thirty (30) days’ written notice by either party for any or no reason, provided however that any termination by Engineer shall only be effective after providing the District with a reasonable opportunity to cure any default. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer’s sole remedy will be to recover payment for services actually rendered and accepted by the District to the date of the notice of termination, subject to any offsets and the District's right to withhold payment for defective or non-conforming work.
- 10. Insurance.

a. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers’ Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

Automobile Liability Combined Single Limit \$1,000,000  
Bodily Injury / Property Damage

Professional Liability for  
Errors and Omissions \$1,000,000

- b. Engineer shall provide evidence of such continued coverage annually and upon request of the District. If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, Engineer will, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.
  - c. The District, its officers, supervisors, agents, professional staff, employees and representatives will be named as additional insured parties on a primary and non-contributory basis, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance will be provided. Engineer will furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate will be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, will not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage will be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
  - d. If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer will pay the cost for that required insurance plus a 15% administrative fee and will furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance. Additionally, the District may immediately terminate this Agreement or suspend services until proper insurance is obtained.
11. Indemnification. Engineer agrees to indemnify, defend, and hold the District and the District’s officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney’s fees, which may come against the District and the District’s officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of One Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

12. **INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE, PROVIDED THAT THE REQUIREMENTS OF SECTION 558.0035 ARE FULLY SATISFIED AND MAINTAINED THROUGHOUT THE TERM OF THIS AGREEMENT.**
13. Sovereign Immunity. Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.
14. Public Records. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:
- a. Keep and maintain public records required by the District to perform the service.
  - b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District.
  - d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524,**

**JBURNS@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

15. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.
16. Assignment. Neither the District nor Engineer may assign the Agreement or any monies to become due hereunder without the prior written approval of the other, which consent may be withheld by the District in its sole discretion. Any attempted assignment without such consent shall be void. Nothing in this paragraph will prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.
17. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Polk County, Florida.
18. E-Verify. Engineer shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Engineer has knowingly violated section 448.091, *Florida Statutes*. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
19. Addendum Controls. The Agreement, as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.
20. Authorization. The execution of the Agreement and this Addendum has been duly authorized by the appropriate body or official of the parties, the parties have complied with all the requirements of law, and the parties have full power and authority to comply with the terms and provisions of the Agreement and this Addendum.
21. Anti-Human Trafficking Requirements. Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*, and

acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

**VIBENGINEERING, INC.**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

*Sara E. Calhoun*  
\_\_\_\_\_  
By: Sara E. Calhoun  
\_\_\_\_\_  
Its: President  
\_\_\_\_\_  
Date: 03/02/2026  
\_\_\_\_\_

*Scott Sheperd*  
\_\_\_\_\_  
Chairperson, Board of Supervisors  
\_\_\_\_\_  
Date: 2/28/26  
\_\_\_\_\_

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, Sara E. Calhoun, as President, on behalf of VIBEngineering, Inc., a Florida corporation (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**VIBEngineering, Inc.**

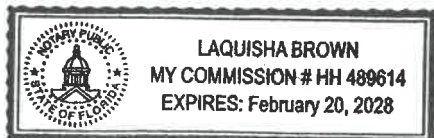
By: *Sara E. Calhoun*  
Name: Sara E Calhoun, PE  
Title: President  
Date: 03/02/2026

STATE OF FLORIDA  
COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED before me  physical presence or  remote notarization by Sara E. Calhoun, as President, of VIBEngineering, Inc., who is  personally known to me or  who produced \_\_\_\_\_ as identification this 2nd day of March, 2026.

(Notary Seal)

*LaQuisha Brown*  
Notary Public



# SECTION 16

**SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2025**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Schaller Preserve Community Development District  
Polk County, Florida

### **Report on the Audit of the Financial Statements**

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and the major fund of Schaller Preserve Community Development District, Polk County, Florida ("District") as of and for fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and the major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 26, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

February 26, 2026

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Schaller Preserve Community Development District, Polk County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$13,736).
- The change in the District's total net position in comparison with the prior fiscal year was (\$4,136), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$2,730, a decrease of (\$4,136) in comparison with the prior fiscal year. The total fund balance is unassigned fund balance.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains one governmental fund for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund which is considered a major fund.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2025	2024
Current and other assets	\$ 6,533	\$ 12,858
Total assets	6,533	12,858
Current liabilities	3,803	5,992
Long-term liabilities	16,466	16,466
Total liabilities	20,269	22,458
Net position		
Unrestricted	(13,736)	(9,600)
Total net position	\$ (13,736)	\$ (9,600)

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2025	2024
Revenues:		
Program revenues		
Operating grants and contributions	\$ 13,600	\$ 14,900
Total revenues	<u>13,600</u>	<u>14,900</u>
Expenses:		
General government	17,736	15,165
Bond issue costs	-	5,420
Total expenses	<u>17,736</u>	<u>20,585</u>
Change in net position	(4,136)	(5,685)
Net position - beginning	(9,600)	(3,915)
Net position - ending	<u>\$ (13,736)</u>	<u>\$ (9,600)</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was \$17,736. Program revenues are comprised of Developer contributions.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

## CAPITAL DEBT

At September 30, 2025, The District has \$16,466 in Developer advances outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND OTHER EVENTS

The Board has initiated discussions to issue Bonds to fund the construction of the District infrastructure; however, the Bonds have not been issued as of the date of the report.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have questions about this report or need additional financial information, contact the Schaller Preserve Community Development District's Finance Department at 219 E Livingston Street, Orlando, FL 32801.

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2025**

	Governmental Activities
<b>ASSETS</b>	
Cash	\$ 2,533
Due from Developer	4,000
Total assets	6,533
 <b>LIABILITIES</b>	
Accounts payable	3,803
Noncurrent liabilities:	
Developer advances	16,466
Total liabilities	20,269
 <b>NET POSITION</b>	
Unrestricted	(13,736)
Total net position	\$ (13,736)

See notes to the financial statements

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Operating Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Position Governmental Activities</u>
Primary government:			
Governmental activities:			
General government	\$ 17,736	\$ 13,600	\$ (4,136)
Total governmental activities	<u>17,736</u>	<u>13,600</u>	<u>(4,136)</u>
General revenues:			
			(4,136)
			(9,600)
			<u>\$ (13,736)</u>

See notes to the financial statements

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2025**

	Major Fund	Total
	General	Governmental Funds
<b>ASSETS</b>		
Cash	\$ 2,533	\$ 2,533
Due from Developer	4,000	4,000
Total assets	\$ 6,533	\$ 6,533
<b>LIABILITIES AND FUND BALANCES</b>		
Liabilities:		
Accounts payable	\$ 3,803	\$ 3,803
Total liabilities	\$ 3,803	\$ 3,803
Fund balances:		
Unassigned	2,730	2,730
Total fund balances	2,730	2,730
Total liabilities and fund balances	\$ 6,533	\$ 6,533

See notes to the financial statements

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2025**

Total fund balances - governmental funds	\$	2,730
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Amounts reported for governmental activities in the statement of net position are different because:

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Developer advances		<u>(16,466)</u>
Net position of governmental activities	\$	<u>(13,736)</u>

See notes to the financial statements

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Fund	Total Governmental Funds
	General	
<b>REVENUES</b>		
Developer contributions	\$ 13,600	\$ 13,600
Total revenues	13,600	13,600
<b>EXPENDITURES</b>		
Current:		
General government	17,736	17,736
Total expenditures	17,736	17,736
Excess (deficiency) of revenues over (under) expenditures	(4,136)	(4,136)
Fund balances - beginning	6,866	6,866
Fund balances - ending	\$ 2,730	\$ 2,730

See notes to the financial statements

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	<u>\$ (4,136)</u>
Change in net position of governmental activities	<u><u>\$ (4,136)</u></u>

See notes to the financial statements

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Schaller Preserve Community Development District ("District") was created on May 17, 2022, by Ordinance No. 2022-037 of the Board of County Commissioners of Polk County, Florida, which became effective May 19, 2022, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. All of the Board members are affiliated with Brooklane Development, LLC ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefitted lands within the District. Assessments are levied to pay for the operations and maintenance of the District and to repay long-term debt. The fiscal year for which annual assessments are levied begins on October 1 each year. Debt assessments are levied at the time of issuance and collected annually. The District's annual assessments may be directly billed and collected by the District, or may be billed and collected by the County Tax Collector. For assessments billed and collected by the County Tax Collector, discounts are available for payments through February 28, and unpaid assessments become delinquent on April 1. The amounts remitted to the District are net of applicable discounts or fees. In addition, amounts remitted by the County Tax Assessor/Collector include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental fund:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

### **Assets, Liabilities and Net Position or Equity**

#### **Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### **Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Deposits and Investments (Continued)

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

### **Other Disclosures**

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

### NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

### NOTE 4 – DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

### NOTE 5 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$13,600 during the current fiscal year, which includes a receivable of \$4,000 as of September 30, 2025.

During prior years, the Developer advanced the District \$16,466 in order to fund bond validation expenses which would be reimbursed to the Developer upon issuance of the Bonds. If Bonds are not issued within 5 years, then the advance will be considered a Developer contribution. The Bonds have not been issued as of the date of the report. Changes in long term liabilities associated with Developer transactions during the fiscal year ended September 30, 2025, are reflected in the table below:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Direct Borrowings:				
Developer advance	\$ 16,466	\$ -	\$ -	\$ 16,466
Total	\$ 16,466	\$ -	\$ -	\$ 16,466

### NOTE 6 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer Landowner, the loss of which could have a material adverse effect on the District's operations.

### NOTE 7 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

**NOTE 8 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the since inception of the District.

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Developer contributions	\$ 183,850	\$ 13,600	\$ (170,250)
Total revenues	183,850	13,600	(170,250)
<b>EXPENDITURES</b>			
Current:			
General government	133,850	17,736	116,114
Maintenance expenditures	50,000	-	50,000
Total expenditures	183,850	17,736	166,114
Excess (deficiency) of revenues over (under) expenditures	\$ -	(4,136)	\$ (4,136)
Fund balance - beginning		6,866	
Fund balance - ending		\$ 2,730	

See notes to required supplementary information

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	1
Employee compensation	\$0
Independent contractor compensation	\$17,248
Construction projects to begin on or after October 1; (\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - Not applicable Debt service - Not applicable
Special assessments collected	Not applicable
Outstanding Bonds:	Not applicable



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Schaller Preserve Community Development District  
Polk County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Schaller Preserve Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated February 26, 2026.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

February 26, 2026



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Schaller Preserve Community Development District  
Polk County, Florida

We have examined Schaller Preserve Community Development District, Polk County with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Schaller Preserve Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

February 26, 2026



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Schaller Preserve Community Development District  
Polk County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Schaller Preserve Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated February 26, 2026.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 26, 2026, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Schaller Preserve Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Schaller Preserve Community Development District, Polk County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

February 26, 2026

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 20.

# SECTION 17

# SECTION C

# SECTION i

**Schaller Preserve**  
Community Development District

Funding Request # 17  
December 4, 2025

Bill to:

<b>Payee</b>		<b>General Fund</b>	
		<b>FY2026</b>	
<b>1</b>	<b>Operations &amp; Maintenance Funding</b>	\$	5,000.00
		\$	<b>5,000.00</b>
		<b>Total:</b>	<b>\$ 5,000.00</b>

Please make check payable to:

**Schaller Preserve Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

1-11



# INVOICE

**KILINSKI | VAN WYK**

Invoice # 13432  
Date: 10/14/2025  
Due On: 11/13/2025

## Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Schaller Preserve CDD  
219 E. Livingston Street  
Orlando, FL 32801

### Statement of Account

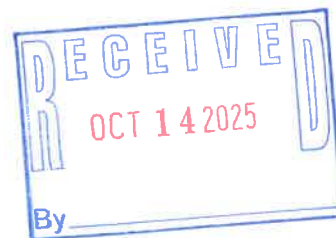
Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$1,021.20	+ \$456.00	) - ( \$0.00	) = <b>\$1,477.20</b>

### SCHPCDD-01

#### Schaller Preserve CDD - General

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	AH	09/10/2025	Prepare agenda items; transmit same.	0.40	\$210.00	\$84.00
Service	CD	09/15/2025	Emails to and from District Manager regarding Budget Amendment.	0.10	\$210.00	\$21.00
Service	JK	09/22/2025	Research and prepare memorandum regarding Florida open carry law changes and impact to District operations and transmit same.	0.20	\$390.00	\$78.00
Service	JK	09/27/2025	Review Phase 1 and 2 conveyance of CDD improvement options and analyze and research same	0.40	\$390.00	\$156.00
Service	JK	09/29/2025	Confer with Chair regarding strategy for construction contracts, construction easements, plat timing and related matters for tax exempt documentation	0.30	\$390.00	\$117.00

**Total \$456.00**



Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

1-13



<b>ACCOUNT NAME</b>		<b>ACCOUNT #</b>	<b>INV DATE</b>
Schaller Preserve CDD		754510	11/30/25
<b>INVOICE #</b>	<b>INVOICE PERIOD</b>	<b>CURRENT INVOICE TOTAL</b>	
0007454095	Nov 1- Nov 30, 2025	\$335.97	
<b>PREPAY (Memo Info)</b>	<b>UNAPPLIED (included in amt due)</b>	<b>TOTAL CASH AMT DUE*</b>	
\$0.00	\$0.00	<b>\$700.01</b>	

<b>BILLING ACCOUNT NAME AND ADDRESS</b>	<b>PAYMENT DUE DATE: DECEMBER 31, 2025</b>
Schaller Preserve CDD 219 E Livingston ST Orlando, FL 32801-1508	<b>Legal Entity:</b> Gannett Media Corp. <b>Terms and Conditions:</b> 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. <b>All funds payable in US dollars.</b>

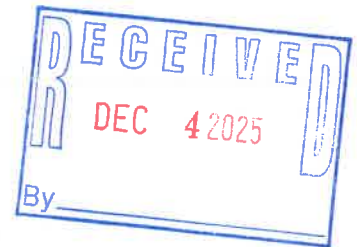
**BILLING INQUIRIES/ADDRESS CHANGES** 1-877-736-7612 or smb@ccc.gannett.com **FEDERAL ID** 47-2390983

Save A Tree! Gannett is going paperless. Enjoy the convenience of accessing your billing information anytime and pay online. To avoid missing an invoice, sign up today by going to <https://gcil.my.site.com/financialservicesportal/s/>.

Date	Description	Amount
11/1/25	Balance Forward -->from September 2025 invoice (was also on October 2025 invoice; both attached	\$364.04
11/30/25	Finance Charge below	\$5.46

**Package Advertising:**

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
11/25/25	11794076	LKL The Ledger - News Chief	Legal 1 Column	LSAR0398749	\$330.51



As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$700.01
Service Fee 3.99%	\$27.93
*Cash/Check/ACH Discount	-\$27.93
*Payment Amount by Cash/Check/ACH	\$700.01
Payment Amount by Credit Card	\$727.94

**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

<b>ACCOUNT NAME</b>		<b>ACCOUNT NUMBER</b>		<b>INVOICE NUMBER</b>		<b>AMOUNT PAID</b>
Schaller Preserve CDD		754510		0007454095		
<b>CURRENT DUE</b>	<b>30 DAYS PAST DUE</b>	<b>60 DAYS PAST DUE</b>	<b>90 DAYS PAST DUE</b>	<b>120+ DAYS PAST DUE</b>	<b>UNAPPLIED PAYMENTS</b>	<b>TOTAL CASH AMT DUE*</b>
\$335.97	\$0.00	\$364.04	\$0.00	\$0.00	\$0.00	<b>\$700.01</b>
<b>REMITTANCE ADDRESS (Include Account# &amp; Invoice# on check)</b>				<b>TO PAY BY PHONE PLEASE CALL:</b>		<b>TOTAL CREDIT CARD AMT DUE</b>
Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244				1-877-736-7612		\$727.94
To sign up for E-mailed invoices and online payments please go to <a href="https://gcil.my.site.com/financialservicesportal/s/">https://gcil.my.site.com/financialservicesportal/s/</a>						

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# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## **AFFIDAVIT OF PUBLICATION**

Schaller Preserve CDD  
219 E Livingston ST  
Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

LKL The Ledger - News Chief 11/25/2025  
LKL theledger.com 11/25/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/25/2025

Legal Clerk

Notary, State of WI, County of Brown

*[Handwritten Signature]*  
*[Handwritten Signature]*  
3.7.27

My commission expires

Publication Cost: \$330.51  
Tax Amount: \$0.00  
Payment Cost: \$330.51  
Order No: 11794076 # of Copies:  
Customer No: 754510 0  
PO #: LSAR0398749

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

NOTICE OF BOARD OF SUPERVISORS' MEETING FOR  
SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT

Notice is hereby given that a Board of Supervisors ("Board") meeting of the Schaller Preserve Community Development District ("District") will be held on Tuesday, December 2, 2025 at 12:15 PM at the Hampton Inn Lakeland, 4420 N Socrum Loop Rd, Lakeland, Florida 33809.

Additional information regarding this meeting, including the meeting agenda, and how to attend virtually, may be obtained from the District's website: <https://schallerpreserveccd.com/> by contacting the District Manager, Jillian Burns, at [jburns@gmscfl.com](mailto:jburns@gmscfl.com), or by calling 407-841-5524 during normal business hours. The meeting is being held for the necessary public purpose of considering related district matters. At such time, the Board is so authorized and may consider any business that may properly come before it.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

Any person requiring special accommodations in order to access and participate in the meeting because of a disability or physical impairment should contact the District Manager's Office 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 Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of 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.

Jillian Burns  
District Manager  
November 25 2025  
LSAR0398749

1-12  
30 513 322

### Grau and Associates

1001 W. Yamato Road, Suite 301  
Boca Raton, FL 33431  
www.graucpa.com

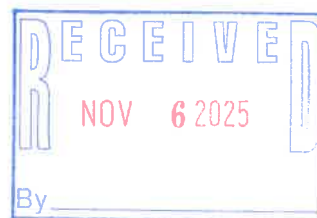
Phone: 561-994-9299

Fax: 561-994-5823

Schaller Preserve Community Development District  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 28235  
Date 11/04/2025

SERVICE	AMOUNT
Audit FYE 09/30/2025	\$ <u>500.00</u>
Current Amount Due	\$ <u>500.00</u>



0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	0.00	0.00	0.00	0.00	500.00

Payment due upon receipt.

# Grau and Associates

1001 W. Yamato Road, Suite 301  
Boca Raton, FL 33431  
www.graucpa.com

Phone: 561-994-9299

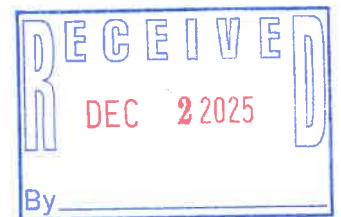
Fax: 561-994-5823

*Schaller Preserve Community Development District*  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 28340  
Date 12/01/2025

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SERVICE	AMOUNT
Audit FYE 09/30/2025	\$ <u>2,600.00</u>
Current Amount Due	\$ <u>2,600.00</u>



0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
3,100.00	0.00	0.00	0.00	0.00	3,100.00

Payment due upon receipt.



KILINSKI | VAN WYK

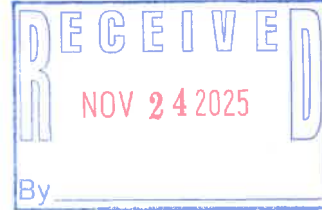
# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Schaller Preserve CDD  
219 E. Livingston Street  
Orlando, FL 32801

# INVOICE

Invoice # 13661  
Date: 11/22/2025  
Due On: 12/22/2025



## Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$1,477.20	+ \$1,063.50	)- ( \$0.00	= <b>\$2,540.70</b>

## SCHPCDD-01

### Schaller Preserve CDD - General

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	LG	10/14/2025	Prepare guidance memo regarding best practices for responding to public records requests.	0.10	\$380.00	\$38.00
Service	JK	10/17/2025	Monitor and report on bills affecting special districts.	0.20	\$390.00	\$78.00
Service	AH	10/20/2025	Confer with Ham regarding hearing items.	0.40	\$210.00	\$84.00
Service	JK	10/27/2025	Call with Shapiro re: construction/ assignment options	0.20	\$390.00	\$78.00
Service	AH	10/29/2025	Research documents regarding samples of construction manager agreements.	0.60	\$210.00	\$126.00
Service	JK	10/29/2025	Call with Shapiro re: CDD items on easement, acquisition agreement and related matters	0.70	\$390.00	\$273.00
Service	JK	10/30/2025	Confer with Shapiro re: acquisition agreement; update same	0.20	\$390.00	\$78.00
Service	JK	10/30/2025	Update construction easement with staff; call on construction timeline	0.20	\$390.00	\$78.00

Service	GR	10/30/2025	Review status of construction and required materials to prepare for commencement and acquisition of improvements from the same.	0.50	\$305.00	\$152.50
Service	JK	10/31/2025	Analyze updates to impacts of open carry law and enforcement changes under Florida law; begin research on regulation changes to hunting and fishing laws on general CDD property.	0.20	\$390.00	\$78.00
					<b>Total</b>	<b>\$1,063.50</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books.

The third part of the document discusses the importance of the trial balance. It explains that the trial balance is a statement that lists all the accounts and their balances at a specific point in time. It is used to check the accuracy of the accounting records and to ensure that the debits equal the credits.

The fourth part of the document discusses the importance of adjusting entries. It explains that adjusting entries are necessary to ensure that the financial statements reflect the true financial position of the company at the end of the period. These entries are used to record accruals, deferrals, and other adjustments.

The fifth part of the document discusses the importance of preparing financial statements. It explains that financial statements are a summary of the company's financial performance and position. They include the income statement, balance sheet, and statement of cash flows.

The sixth part of the document discusses the importance of closing the books. It explains that closing the books is the final step in the accounting cycle. It involves transferring the balances of the permanent accounts to the new period and closing the temporary accounts.

The seventh part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The eighth part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books.

The ninth part of the document discusses the importance of the trial balance. It explains that the trial balance is a statement that lists all the accounts and their balances at a specific point in time. It is used to check the accuracy of the accounting records and to ensure that the debits equal the credits.

The tenth part of the document discusses the importance of adjusting entries. It explains that adjusting entries are necessary to ensure that the financial statements reflect the true financial position of the company at the end of the period. These entries are used to record accruals, deferrals, and other adjustments.

The eleventh part of the document discusses the importance of preparing financial statements. It explains that financial statements are a summary of the company's financial performance and position. They include the income statement, balance sheet, and statement of cash flows.

The twelfth part of the document discusses the importance of closing the books. It explains that closing the books is the final step in the accounting cycle. It involves transferring the balances of the permanent accounts to the new period and closing the temporary accounts.

In conclusion, the accounting cycle is a systematic process that ensures the accuracy and reliability of financial statements. It involves identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books.

**Schaller Preserve**  
Community Development District

Funding Request # 18  
January 20, 2026

Bill to:

	<b>General Fund</b>
<b>Payee</b>	<b>FY2026</b>
<b>1</b> Operations & Maintenance Funding	\$ 5,000.00
	<b>\$ 5,000.00</b>
<b>Total:</b>	
	<b>\$ 5,000.00</b>

Please make check payable to:

**Schaller Preserve Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author provides a detailed breakdown of the company's revenue for the quarter. It includes a comparison between actual performance and the budgeted figures, highlighting areas where the company exceeded expectations and where it fell short.

The third section focuses on the company's financial health and liquidity. It analyzes the current cash flow and identifies potential risks that could impact the company's ability to meet its short-term obligations.

Finally, the document concludes with a series of recommendations for the management team. These suggestions are aimed at improving operational efficiency, reducing costs, and enhancing the overall profitability of the business.

Category	Actual	Budgeted	Variance
Revenue	1,250,000	1,200,000	+50,000
Cost of Goods Sold	750,000	780,000	-30,000
Gross Profit	500,000	420,000	+80,000
Operating Expenses	350,000	380,000	-30,000
Operating Income	150,000	40,000	+110,000
Interest Expense	20,000	20,000	0
Income Before Taxes	130,000	20,000	+110,000
Tax Expense	30,000	30,000	0
Net Income	100,000	-10,000	+110,000

The following table provides a summary of the company's key financial ratios for the quarter. These ratios are essential for assessing the company's financial performance and its ability to generate value for its shareholders.

Ratio	Value
Current Ratio	1.5x
Debt to Equity Ratio	0.8x
Return on Assets	12%
Return on Equity	18%

**Schaller Preserve**  
Community Development District

Funding Request # 19  
February 17, 2026

Bill to:

	<b>Payee</b>		<b>General Fund</b>
			<b>FY2026</b>
1	Operations & Maintenance Funding	\$	3,700.00
		\$	<b>3,700.00</b>
		<b>Total:</b>	<b>\$ 3,700.00</b>

Please make check payable to:

**Schaller Preserve Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document also highlights the need for regular reconciliation of accounts to identify any discrepancies early on.

In addition, the document provides a detailed breakdown of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing the source documents, journalizing the transactions, posting to the ledger, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books. Each step is explained in detail, with examples provided to illustrate the process.

The document also covers the various types of accounts used in accounting, including assets, liabilities, equity, revenue, and expense accounts. It explains how these accounts are classified and how they interact with each other. Furthermore, it discusses the importance of understanding the accounting equation and how it applies to the business.

The second part of the document focuses on the practical application of accounting principles. It provides a series of exercises designed to help students understand how to record and analyze transactions. These exercises include journalizing, posting, and preparing financial statements. The document also includes a section on the accounting cycle, which provides a step-by-step guide to completing the cycle for a given set of transactions.

Additionally, the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document also highlights the need for regular reconciliation of accounts to identify any discrepancies early on.

The document also covers the various types of accounts used in accounting, including assets, liabilities, equity, revenue, and expense accounts. It explains how these accounts are classified and how they interact with each other. Furthermore, it discusses the importance of understanding the accounting equation and how it applies to the business.

Finally, the document concludes with a summary of the key points discussed throughout the text. It reiterates the importance of accuracy and attention to detail in accounting, and encourages students to continue to practice and refine their skills. The document also provides a list of resources for further study and a glossary of key terms.

**Schaller Preserve**  
Community Development District

Funding Request # 20  
February 27, 2026

Bill to:

<b>Payee</b>		<b>General Fund</b>	
		<b>FY2026</b>	
<b>1</b>	Operations & Maintenance Funding	\$	700.00
		\$	<b>700.00</b>
		<b>Total:</b>	<b>\$ 700.00</b>

Please make check payable to:

**Schaller Preserve Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

# SECTION ii

**Schaller Preserve**  
Community Development District

Funding Request # 21  
March 17, 2026

Bill to:

<b>Payee</b>		<b>General Fund</b>	
		<b>FY2026</b>	
<b>1</b>	<b>Operations &amp; Maintenance Funding</b>	\$	3,150.00
		\$	<b>3,150.00</b>
		<b>Total:</b>	<b>\$ 3,150.00</b>

Please make check payable to:

**Schaller Preserve Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

# SECTION iii

***Schaller Preserve***  
***Community Development District***

***Unaudited Financial Reporting***  
***January 31, 2026***



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**Schaller Preserve**  
**Community Development District**  
**Combined Balance Sheet**  
**January 31, 2026**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<b>Cash:</b>			
Operating Account	\$ 5,975	\$ -	\$ 5,975
Due from Developer	\$ 5,000	\$ 3,830	\$ 8,830
<b>Total Assets</b>	<b>\$ 10,975</b>	<b>\$ 3,830</b>	<b>\$ 14,804</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 8,573	\$ -	\$ 8,573
Contracts Payable	\$ -	\$ 3,830	\$ 3,830
<b>Total Liabilities</b>	<b>\$ 8,573</b>	<b>\$ 3,830</b>	<b>\$ 12,402</b>
<b>Fund Balance:</b>			
<b>Assigned:</b>			
Capital Projects Fund	\$ -	\$ 3,830	\$ 3,830
Unassigned	\$ 2,402	\$ -	\$ 2,402
<b>Total Fund Balances</b>	<b>\$ 2,402</b>	<b>\$ -</b>	<b>\$ 2,402</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 10,975</b>	<b>\$ 3,830</b>	<b>\$ 14,804</b>

**Schaller Preserve**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2026**

	Adopted Budget	Prorated Budget Thru 01/31/26	Actual Thru 01/31/26	Variance
<b>Revenues:</b>				
Developer Contributions	\$ 386,752	\$ 16,200	\$ 16,200	\$ -
<b>Total Revenues</b>	<b>\$ 386,752</b>	<b>\$ 16,200</b>	<b>\$ 16,200</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 400	\$ 3,600
FICA Expenses	\$ 918	\$ 306	\$ 31	\$ 275
Engineering	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Attorney	\$ 25,000	\$ 8,333	\$ 5,187	\$ 3,147
Audit	\$ 4,000	\$ 3,100	\$ 3,100	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,500	\$ -	\$ -	\$ -
Management Fees	\$ 37,500	\$ 12,500	\$ 1,000	\$ 11,500
Information Technology	\$ 1,800	\$ 600	\$ -	\$ 600
Website Maintenance	\$ 1,200	\$ 400	\$ -	\$ 400
Postage & Delivery	\$ 1,000	\$ 333	\$ -	\$ 333
Insurance	\$ 6,584	\$ 6,584	\$ 5,732	\$ 852
Printing & Binding	\$ 1,000	\$ 333	\$ -	\$ 333
Legal Advertising	\$ 10,000	\$ 3,333	\$ 686	\$ 2,648
Other Current Charges	\$ 5,000	\$ 1,667	\$ 219	\$ 1,448
Office Supplies	\$ 625	\$ 208	\$ -	\$ 208
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 136,752</b>	<b>\$ 46,873</b>	<b>\$ 16,529</b>	<b>\$ 30,345</b>
<b><u>Operations &amp; Maintenance</u></b>				
Field Contingency	\$ 250,000	\$ 83,333	\$ -	\$ 83,333
<b>Total Operations &amp; Maintenance</b>	<b>\$ 250,000</b>	<b>\$ 83,333</b>	<b>\$ -</b>	<b>\$ 83,333</b>
<b>Total Expenditures</b>	<b>\$ 386,752</b>	<b>\$ 130,207</b>	<b>\$ 16,529</b>	<b>\$ 533,487</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ (329)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 2,730</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 2,402</b>	

# Schaller Preserve

## Community Development District

### Capital Projects Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2026

	Adopted		Prorated Budget		Actual		Variance
	Budget		Thru 01/31/26		Thru 01/31/26		
<b>Revenues:</b>							
Interest	\$	-	\$	-	\$	-	\$
<b>Total Revenues</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>
<b>Expenditures:</b>							
Capital Outlay - Cost of Issuance	\$	-	\$	-	\$	3,830	\$ (3,830)
<b>Total Expenditures</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,830</b>	<b>\$ (3,830)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$</b>	<b>-</b>			<b>\$</b>	<b>(3,830)</b>	
<b>Other Financing Sources/(Uses):</b>							
Developer Advances	\$	-	\$	-	\$	3,830	\$ 3,830
<b>Total Other Financing Sources/(Uses)</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,830</b>	<b>\$ 3,830</b>
<b>Fund Balance - Beginning</b>	<b>\$</b>	<b>-</b>			<b>\$</b>	<b>3,830</b>	
<b>Fund Balance - Ending</b>	<b>\$</b>	<b>-</b>			<b>\$</b>	<b>3,830</b>	

**Schaller Preserve**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Developer Contributions	\$ 6,200	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,200
<b>Total Revenues</b>	<b>\$ 6,200</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,200</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400
FICA Expenses	\$ -	\$ -	\$ -	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 1,064	\$ 534	\$ 2,905	\$ 685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,187
Audit Fee	\$ -	\$ 500	\$ 2,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 5,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ 336	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 686
Other Current Charges	\$ 56	\$ 55	\$ 55	\$ 52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 7,027</b>	<b>\$ 1,425</b>	<b>\$ 6,560</b>	<b>\$ 1,517</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,529</b>
<b>Operations &amp; Maintenance</b>													
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operations &amp; Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,529</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (827)</b>	<b>\$ (1,425)</b>	<b>\$ (1,560)</b>	<b>\$ 3,483</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (329)</b>