



**Creekside**  
**Community Development District**

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[www.creeksidecdd.com](http://www.creeksidecdd.com)

**Tim Gee – Chairman**  
**Wyatt Rudd – Assistant Secretary**  
**Michael K. Folstein – Assistant Secretary**  
**Dawn Litrenta – Assistant Secretary**

**February 12, 2026**



# Creekside

## Community Development District

### Revised Meeting Agenda

Seat 1: Tim Gee – (C.)	
Seat 3: Open Seat	
Seat 2: Wyatt Rudd – (A.S.)	
Seat 4: Michael K Folstein – (A.S.)	
Seat 5: Dawn Litrenta – (A.S.)	

Thursday  
February 12, 2026  
2:00 p.m.

2160 NW Reserve Park Trace  
Port St. Lucie, Florida 34986  
[Join the meeting now](#)

Meeting ID: 247 387 597 991 and Passcode: kL6bo3tD  
1 872-240-4685 and Phone Conference Code: 229 215 577#

1. Roll Call
2. Organizational Matters
  - A. Acceptance of Resignation Letter from Ms. Sonja Pedretti – **Page 4**
  - B. Consideration of Appointment of Supervisor to Unexpired Term(s) of Office – Seat 3 (11/2026)
  - C. Oath of Office for Newly Appointed Supervisor(s) – **Page 5**
  - D. Electing Officer(s)
3. Approval of the Minutes of the November 13, 2025 Meeting – **Page 6**
4. Consideration of:
  - A. **Resolution #2026-04** Ratifying the Sale of Bonds and Levying of Assessments for the Series 2026 AA2 Bonds – **Page 10**
  - B. Settlement Agreement between Creekside Community Development District (St. Lucie County, FL) Special Assessment Bonds, Series 2026 CUSIP No. 225508AA8 and U.S. Bank Trust Company, National Association related to the Series 2006 Bonds – **Page 12**
  - C. Closeout Documents with St. Lucie County Water and Wasterwater Utility District– **Page 40**
  - D. **CDD Development Agreement (Parcels F and G) by and between CDD and D.R. Horton, Inc. – Page 56**
  - E. **CDD Supplemental Declaration of Consent (Parcel E) with D.R. Horton, Inc. – Page 64**
5. Approval of Amended and Restated Perpetual Access Road Easement – **Page 69**
6. Approval to Authorize the CDD Chairman to Execute Ancillary Closing Documents
7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager

8. Financial Reports
  - A. Acceptance of Check Register – **Page 78**
  - B. Acceptance of Unaudited Financials – **Page 82**
9. Supervisors Requests and Audience Comments
10. Adjournment

*Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.creeksidecdd.com>*

**From:** Sonja Pedretti <[sonjapedretti0@gmail.com](mailto:sonjapedretti0@gmail.com)>

**Sent:** Friday, January 2, 2026 10:07 AM

**To:** Rich Hans <[rhans@gmssf.com](mailto:rhans@gmssf.com)>

**Subject:** resignation Creekside CDD

Hi Rich,

I formally resigned today from Creekside CDD.

Please let me know if I need to fill out a form 1 and confirm you received this email.

Thanks,

Sonja Pedretti

# Oath of Office

I, \_\_\_\_\_ a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the **Creekside Community Development District** and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the **Creekside Community Development District**, \_\_\_\_\_ **County, Florida.**

**Signature** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**County of Residence:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

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

Sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ whose signature appears hereinabove.

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

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

My Commission expires

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification \_\_\_\_\_

**MINUTES OF MEETING  
CREEKSIDE  
COMMUNITY DEVELOPMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Creekside Community Development District was held on Thursday, November 13, 2025, at 2:00 p.m. at 2160 NW Reserve Park Trace, Port St. Lucie, Florida.

Present and constituting a quorum were:

Tim Gee	Chairman
Sonja Pedretti	Vice Chairman
Michael Folstein	Assistant Secretary
Dawn Litrenta	Assistant Secretary

Also present were:

Andressa Hinz Philippi	District Manager
Rich Hans	Governmental Management Services (by phone)
Ashley Ligas	Bond Counsel (by phone)

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Hinz Philippi called the meeting to order and call the roll.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the  
October 9, 2025 Meeting**

Ms. Hinz Philippi: The next item would be approval of the minutes of the October 9, 2025 meeting. If you have any changes, additions or deletions, if not, a motion to approve would be in order.

On MOTION by Ms. Pedretti seconded by Mr. Gee with all in favor, the Minutes of October 9, 2025 Meeting were approved.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution #2026-03 Budget Amendment for Fiscal Year 2025**

Ms. Hinz Philippi: The next item would be consideration of resolution #2026-03 budget amendment for fiscal year 2025. As you know when our numbers don't add up exactly as we projected, we have to amend the budget for the auditors, the numbers need to be exactly the same.

Ms. Litrenta: But why don't the numbers add up exactly?

Ms. Hinz Philippi: So, even if you use and you have a budget, and you're not going over budget, but used funds for other items, like you take a little bit from another item and put it in one that you needed to use, you then don't have the same distribution on that category, so you have to amend to make everything look exactly the same.

Ms. Litrenta: Got it, it has to be consistent.

Ms. Hinz Philippi: Yes. So, with that said, I need a motion to approve resolution #2026-03.

On MOTION by Mr. Gee seconded by Mr. Folstein with all in favor, Resolution #2026-03 Budget Amendment for Fiscal Year 2025 was approved.

**FOURTH ORDER OF BUSINESS**

**Ratification of Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operations**

Ms. Hinz Philippi: The next item would be ratification of certification of construction completion and request for clearance to place permitted PWS components into operations on page 19. So, Ashley, is this something you want to talk about?

Ms. Ligas: I'm sorry, I was on mute.

Ms. Hinz Philippi: Ok.

Ms. Ligas: I don't have anything in particular to say on this item, are there any questions about this? This is just a permit transfer to put things into the name of the CDD.

Ms. Pedretti: Wasn't that for water management?

Mr. Gee: It's the potable water system, it's the clearance to FDEP to put it the service.

Ms. Pedretti: Right.

On MOTION by Ms. Pedretti seconded by Mr. Gee with all in favor, ratifying the Certification of Construction Completion and request for clearance to place permitted PWS components into operations was approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

Ms. Hinz Philippi: Alright, so the next item would be staff reports, Ashley do you have anything at this time for us?

**A. Attorney**

Ms. Ligas: I don't have anything additional.

Ms. Hinz Philippi: Ok.

**B. Engineer**

Ms. Hinz Philippi: Then for engineer, our engineer I don't think he's on the phone, no he's not but, I think we were working on the bonds.

Ms. Pedretti: Right.

Ms. Hinz Philippi: And he needs to finish up some stuff for us, so I don't think he was needed for this meeting.

**C. Manager – Final Approval of the FY2024-FY2025 Report Performance Measures and Standards**

Ms. Hinz Philippi: The next item would be final approval of the fiscal year 2024-2025 performance measures and standards. So, for that, it's just that new Florida Law that requested us to do the performance measures and standards and these are all the things that we already do like post the public meetings, give any residents access to information and the public records, all that, audits for every year, so all the things we already do.

Ms. Pedretti: So, we just need to approve that?

Ms. Hinz Philippi: Yes.



**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2026 (ASSESSMENT AREA TWO – PARCEL C AND D); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2026 (Assessment Area Two – Parcel C and D), in the par amount of \$3,475,000 (“Series 2026 Bonds”); and

**WHEREAS**, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2026 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

**WHEREAS**, the District closed on the sale of the Series 2026 Bonds on January 27, 2026; and

**WHEREAS**, as prerequisites to the issuance of the Series 2026 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2026 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2026 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2026 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2026 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2026-01 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2026-02 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of 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, and Resolutions 2026-01 and 2026-02 on file with the District Manager and as included in the transcript for the Series 2026 Bonds are hereby determined to be in final form.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT**

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

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

## SETTLEMENT AGREEMENT

**Creekside Community Development District (St. Lucie County, Florida)  
Special Assessment Bonds, Series 2006  
CUSIP No. 225508AA8**

This **SETTLEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of [\_\_\_\_\_], 2026 (“**Effective Date**”), by and between:

**CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government (“**District**”) duly organized and existing under the provisions of the Act (hereinafter defined); and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as ultimate successor in interest to U.S. Bank National Association, a national banking association, as trustee (“**Trustee**”) under the Indenture (as defined herein) with respect to the Series 2006 Bonds (as defined herein). In this Agreement, the District and the Trustee are hereinafter referred to separately as “**Party**” and collectively as the “**Parties.**”

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established by ordinance of the Board of County Commissioners in and for St. Lucie County, Florida (“**County**”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (“**Act**”), and is validly existing under the constitution and laws of the State of Florida, for the purpose of, among others, planning, financing, constructing, installing, operating, and/or maintaining certain public infrastructure improvements;

**WHEREAS**, the District adopted one or more improvement plans for the planning, acquisition, construction, equipping and installation of infrastructure improvements, facilities, and related costs (collectively, “**Improvements**”) as further described in that certain Engineer’s Report dated November 14, 2006 (“**Engineer’s Report**”);

**WHEREAS**, the District financed a portion of the Improvements by issuing its Special Assessment Bonds, Series 2006, in the original principal amount of \$10,445,000 (“**Series 2006 Bonds**”);

**WHEREAS**, the Series 2006 Bonds were issued pursuant to that certain Master Trust Indenture (“**Master Indenture**”), as supplemented by that certain First Supplemental Trust Indenture (“**First Supplemental Indenture**,” and together with the Master Indenture, the “**Indenture**”), both dated as of December 1, 2006, and both between the District and the Trustee;

**WHEREAS**, all capitalized terms used herein and not otherwise expressly defined herein shall have the definitions ascribed to them in the Indenture; and

**WHEREAS**, in order to secure repayment of the Series 2006 Bonds, the District levied non-ad valorem special assessments against all benefitted lands within the District (“**Series 2006 Assessments**”), which Series 2006 Assessments are further described in the Master Assessment

Methodology dated October 17, 2006, as supplemented by Supplemental Assessment Methodology dated November 14, 2006, as amended December 12, 2006 (together, the “**2006 Assessment Report**”); and

**WHEREAS**, beginning in 2008, there were numerous delinquencies by various landowner entities in the payment of certain taxes and assessments, including the Series 2006 Assessments, relating to certain lands within the District more commonly known as Parcels C, D, F, and G and as further described in **Exhibit A** attached hereto (collectively, the “**Defaulted Parcels**” and each individually referred to by their identifying letter, Parcel C, D, F, or G, respectively);

**WHEREAS**, as a result of such payment delinquencies, since May 2010 there exists and continues to be an Event of Default under the terms of the Indenture due to the lack of funds required to pay scheduled debt service in full on the Series 2006 Bonds;

**WHEREAS**, collection and enforcement of the payment delinquencies on the Defaulted Parcels continued to be pursued under the Uniform Method, eventually resulting in the Defaulted Parcels each escheating to the County and, thereby, canceling the liens of the Series 2006 Assessments levied on each of the respective Defaulted Parcels (“**Cancelled 2006 Assessments**”);

**WHEREAS**, as result of the cancellation of the Cancelled 2006 Assessments, the only remaining assessment liens for the Series 2006 Bonds were the Series 2006 Assessments levied on the assessable lands identified in **Exhibit B** attached hereto (“**Remaining 2006 Assessment Area**”), which lands are more commonly known as Parcels A, B, E, and the Commercial Parcels; and

**WHEREAS**, over a series of transactions between October 2019 and August 2022 the County conveyed the Defaulted Parcels to the District pursuant to Section 125.38, Florida Statutes;

**WHEREAS**, in October 2024, the District sold Parcels C, D, and F of the Defaulted Parcels to D.R. Horton, Inc. (“**Developer**”) for a purchase price of \$4,759,153 (“**Lot Sale Proceeds**”) and, pursuant to that certain Lot Settlement Agreement dated January 8, 2020, as amended, by and between the District and Trustee, the District paid 82.13% of the Lot Sale Proceeds to the Trustee;

**WHEREAS**, in light of the Events of Default, the Trustee, at the direction of the Holders of a majority of the Outstanding Series 2006 Bonds (“**Majority Bondholders**”), has periodically paid portions of the defaulted principal and interest on the Series 2006 Bonds, including but not limited to, in February 2014, redemption of \$4,825,000 in principal, plus interest, utilizing moneys on deposit in the Funds and Accounts for the Series 2006 Bonds established under the Indenture (“**Series 2006 Funds and Accounts**”) and, in January 2025, by payment of \$500,000 in defaulted principal and \$3,490,500 in defaulted interest from the portion of the Lot Sale Proceeds paid to the Trustee;

**WHEREAS**, currently the Series 2006 Bonds are Outstanding in a total principal amount of \$4,870,000 and are delinquent in the amounts of \$1,170,000.00<sup>1</sup> in principal and \$253,240.00 in interest;<sup>2</sup>

**WHEREAS**, currently the Series 2006 Assessments are outstanding in a total principal of \$1,825,000<sup>3</sup> (“**Remaining 2006 Assessments**”), resulting in approximately \$3,045,000 in Series 2006 Bond principal that is not secured by an assessment lien;

**WHEREAS**, despite the continuation of the Event of Default, the Remaining 2006 Assessments, which continue to be levied on the Remaining 2006 Assessment Area, are current with no delinquencies in payment in recent years and the Remaining 2006 Assessment Area is reasonably expected to continue performing;

**WHEREAS**, the District and Trustee, on behalf of the Holders of 100% of the Outstanding principal amount of the Series 2006 Bonds (“**Bondholders**”), have determined to restructure the Series 2006 Bonds (“**Restructuring**”) which includes, *inter alia*, (i) the District’s payment of the Settlement Amount (hereinafter defined) to the Trustee, for the benefit of the Bondholders; (ii) distribution to Bondholders of the Settlement Amount and certain other funds within the Series 2006 Funds and Accounts; (iii) cancellation by the Bondholders of approximately [\$2,070,000] in aggregate principal amount of Series 2006 Bonds (“**Cancelled 2006 Bonds**”); and (iv) confirming the pledge of the Remaining 2006 Assessments levied on the Remaining 2006 Assessment Area to the payment of the Remaining 2006 Bonds (hereinafter defined);

**WHEREAS**, the District and Trustee, with the consent of the Bondholders, have determined that such Restructuring will, among other things, permit the District to resolve the delinquencies related to the Series 2006 Bonds, resize the Series 2006 Bonds to the performing Remaining 2006 Assessments, and provide the opportunity for the orderly and continued development of the District lands, all as further provided herein;

**WHEREAS**, upon completion of the Restructuring, \$1,825,000 in aggregate principal amount of Series 2006 Bonds, plus accrued, unpaid interest in the amount of \$27,942.78,<sup>4</sup> will remain Outstanding (“**Remaining 2006 Bonds**”), and secured by a pledge of the Remaining 2006 Assessments also in an aggregate principal amount of \$1,825,000;

**WHEREAS**, the Trustee is expected to incur certain Legal Fees (as hereinafter defined), which will be paid for or reimbursed by District on the terms provided herein; and

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<sup>1</sup> Current as of the [Effective Date] of the Agreement. Represents the accrued, but unpaid Sinking Fund Installments from May 1, 2019, through May 1, 2025 (based on the revised 2014 amortization schedule). The next date on which principal is due for the Series 2006 Bonds is May 1, 2026. Such delinquent principal is included within the total Outstanding par for the Series 2006 Bonds.

<sup>2</sup> Current as of the [Effective Date] of the Agreement. Represents accrued, but unpaid interest on the total outstanding principal (\$4,870,000) from November 1, 2024, through October 31, 2025 (interest per diem of \$703.44). The next date on which interest is due for the Series 2006 Bonds is May 1, 2026.

<sup>3</sup> Principal amount includes anticipated principal payment to be made on May 1, 2026.

<sup>4</sup> Represents accrued, but unpaid interest on the \$1,825,000 par in Remaining 2006 Bonds from November 1, 2025, through the Closing Date (interest per diem of \$263.61) (“**Pre-Closing Interest**”). The next date on which interest is due for the Series 2006 Bonds is May 1, 2026.

**WHEREAS**, the District and Trustee, with the consent of the Bondholders (as evidenced by a letter of direction and consent of the same), desire to enter into this Agreement in order to effect such Restructuring of the Series 2006 Bonds, but only upon the terms and provisions set forth in this Agreement.

**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:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.
2. **District Obligations.** In order to induce the Trustee to execute, deliver and perform under this Agreement and otherwise complete the Restructuring, the District covenants and agrees to:
  - (A) remit to the Trustee payment in the amount equal to Two Hundred Thousand Dollars (\$200,000.00) (“**Settlement Amount**”) within thirty (30) days of the Effective Date for deposit by the Trustee in the Series 2006 Revenue Fund;
  - (B) on or before the Closing Date, pay the Trustee’s Legal Fees (as herein defined) as more particularly provided in this Agreement;
  - (C) on or before the Closing Date, approve the revised debt service assessment roll for the Remaining 2006 Assessments on the Remaining 2006 Assessment Area as set forth in **Exhibit B** attached hereto (“**Revised 2006 Assessment Roll**”);

The District’s obligations under this Section are referred to herein collectively as the “**District Obligations.**” All payments by the District under this Section shall be paid pursuant to payment instructions which shall be furnished by the Trustee to the District in a timely manner.

3. **Restructuring.** Subject in all respects to the terms of the Indenture, upon satisfaction of the District Obligations by the Closing Date, the District and Trustee, and subject to the prior written consent of the Bondholders (as evidenced by a letter of direction and consent of the same and received by the Trustee on or before the Effective Date), agree to take all actions necessary to carry out the following:
  - (A) on the Closing Date, distribute funds from the Series 2006 Funds and Accounts identified in the Sources and Uses Chart attached hereto as **Exhibit C** (“**Sources and Uses Chart**”) to those uses also identified therein, including specifically the (i) “Bondholder Distribution” for the payment of Series 2006 Bond principal and interest and (ii) the Trustee’s outstanding Administration Fees and Administrative Time fees in the total amount of \$24,235.50 as detailed in the statement attached hereto as **Exhibit E** (“**Trustee Fees**”);
  - (B) on the Closing Date, but after completion of the distributions identified in (A), effect the cancellation of the Cancelled 2006 Bonds in an aggregate principal

amount of [\$2,070,000] and waive all accrued but unpaid interest on the Cancelled 2006 Bonds (“**Cancellation**”);

- (C) on the Closing Date, the District shall pay the Trustee’s Legal Fees in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
- (D) after the Cancellation, immediately adopt, implement, and utilize the revised amortization scheduled attached hereto as **Exhibit D (“Revised Amortization Schedule”)**;
- (E) on or immediately following the Closing Date and the performance of items (A) – (D) above, both the District and Trustee shall update and revise their respective, applicable records to reflect:
  - i. the Cancelled 2006 Bonds and the Cancelled 2006 Assessments, including those previously levied on the Defaulted Parcels, as cancelled and/or defeased, as appropriate, and no longer outstanding;
  - ii. the Remaining 2006 Bonds as Outstanding in the aggregate principal amount of \$1,825,000, with interest thereon accruing and payable from November 1, 2025;
  - iii. the Remaining 2006 Assessments securing the Remaining 2006 Bonds as levied and allocated in accordance with the Revised 2006 Assessment Roll attached hereto as **Exhibit B**;
  - iv. the District as current in principal and interest amounts owed to the Trustee with respect to the Remaining 2006 Bonds and the Event of Default status on the Series 2006 Bonds cancelled and/or removed.
- (F) on or immediately following the Closing Date and the performance of items (A) – (D) above, the Trustee shall file a notice on EMMA reflecting the Restructuring, Cancellation, and elimination of the Event of Default status; and
- (G) take any other action deemed necessary to carry out items (A) – (F) above and the Restructuring of the Series 2006 Bonds in accordance with this Agreement.

The items in Sections 3(A) – (C) above are referred to herein collectively as the “**Restructuring Obligations**.” The performance of the District Obligations and Restructuring Obligations shall together be referred to as the “**Closing Conditions**.”

4. **Closing Date upon Completion of all Closing Conditions.** The “**Closing Date**” as used in this Agreement shall be no later than [February \_\_, 2026], or such later date as the District, Bondholders, and Trustee agree to in writing. Notwithstanding anything else provided in this Agreement, if the Closing Conditions are not fully satisfied by the Closing Date for any reason, then this Agreement shall be of no further force or effect (except with respect to the refunding of the Settlement Amount as further provided herein), the Parties shall be restored to their respective

positions, and retain their respective rights and remedies without impairment, as the same existed prior to the execution of this Agreement, and the Settlement Amount shall be refunded in its entirety by the Trustee to the District within five (5) business days of the Closing Date.

5. **Legal Fees.** The District shall fund Trustee's legal fees and related costs incurred on or after November 1, 2025, solely with respect to (i) this Agreement, (ii) the Restructuring, and/or (iii) any related items necessary to carry out (i) and (ii) (collectively, the "**Legal Fees**"); provided however, the District's obligation to pay such Legal Fees under this Section shall (i) be in an aggregate amount not to exceed Twenty-Five Thousand (\$25,000.00); and (ii) shall be conditioned on completion of the Closing Conditions by the Closing Date. No later than the Closing Date, Trustee shall furnish invoices evidencing the Legal Fees to District and shall furnish written direction to the District instructing the District either to pay such invoices directly to Trustee's counsel or to reimburse Trustee therefor.

6. **Waiver and Release of Claims.** Subject to completion of the Closing Conditions on or immediately following the Closing Date, the Parties, on behalf of themselves and their respective successors and assigns, do hereby fully and forever release, waive, and discharge each other from any and all claims, demands, liabilities, actions, causes of action, damages, costs, expenses, and obligations of any nature whatsoever, whether known or unknown, fixed or contingent, which have arisen or may have arisen from the beginning of time through and including the Effective Date, arising out of or relating to (i) the Series 2006 Bonds, (ii) the Indenture, (iii) the Series 2006 Assessments, (iv) any Events of Default under the Indenture, (v) any payment delinquencies or non-payment of principal or interest on the Series 2006 Bonds, (vi) the Defaulted Parcels and the Cancelled 2006 Assessments, (vii) any actions or inactions by any Party with respect to the Series 2006 Bonds or the Indenture, and/or (viii) any and all other matters relating to or arising from the foregoing. Provided however, and notwithstanding the foregoing, this release and waiver shall not apply to (i) the obligations of the Parties under this Agreement, (ii) the obligations of the District under the Indenture with respect to the Pre-Closing Interest in the amount of \$[27,942.78] and which shall remain outstanding after the Closing Date and payable on May 1, 2026, or (iii) to the obligations of the District under the Indenture with respect to the Remaining 2006 Bonds following the Closing Date. The Parties acknowledge and agree that this release is a material inducement for entering into this Agreement and effecting the Restructuring.

7. **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 the Parties.

8. **Representations and Warranties.** The execution of this Agreement has been duly authorized by the appropriate body or official of each Party in accordance with the articles of organization, operating agreement and other applicable organizational documents of each Party, each Party has complied with all the requirements of law, and each Party has the right, legal capacity, full power and authority to comply with the terms and provisions of this Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized to execute this Agreement and to bind each Party. Neither the execution and delivery of this Agreement nor the performance hereunder by each Party will result in any breach of, or constitute a default under or conflict with, any agreement, covenant or obligation binding upon each Party.

9. **Notices.** Except as may be expressly stated to the contrary in this Agreement, notices, documents, demands, or certificates given by any Party in connection with this Agreement or the performance by either Party under this Agreement shall be in writing and shall be delivered or sent by one of the following methods: (a) in person (by hand delivery or professional messenger service) to the addressee Party, (b) registered or certified mail, with postage prepaid, return receipt requested, (c) Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or any other courier service guaranteeing next Business Day delivery, charges prepaid, or (d) by email transmission. Notices shall be sent or delivered to the following addresses:

If to the District:           Creskide Community Development District  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attn: Rich Hans

With a copy to:           Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301  
Attn: Jere Earlywine

If to the Trustee:           U.S. Bank Trust Company, National Association  
500 West Cypress Creek Road, Suite 460  
Fort Lauderdale, Florida 33309  
Attn: Scott Schule

With a copy to:           Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, Florida 32801  
Attn: Warren Bloom

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 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

10. **Third Party Beneficiaries.** The Parties hereto agree and acknowledge that the Trustee is executing this Agreement with the consent of, and at the direction of, the Bondholders of the Series 2006 Bonds and that the Bondholders of the Series 2006 Bonds, although not a signatory hereto, are nonetheless third-party beneficiaries of this Agreement. This Agreement is solely for the benefit of the Parties and the Bondholders, and their respective successors and assigns, and no right or cause of action shall accrue upon, or by reason of, this Agreement to or for

the benefit of any other person or entity. Nothing in this Agreement, whether express or implied, is intended to, or may be construed to, confer upon any person or entity other than the Parties and/or the Bondholders, and their respective successors and assigns, 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 solely to benefit of, and shall be binding solely upon, the Parties and/or Bondholders, and their respective successors and assigns.

11. **Assignment.** No Party may assign this Agreement or the right to receive any money due or to become due under or pursuant to this Agreement without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld.

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 lie in St. Lucie County, Florida.

13. **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.

14. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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

16. **Sovereign Immunity; No Personal Liability of Trustee.** 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.

Any provision of this Agreement to the contrary notwithstanding, U.S. Bank Trust Company, National Association has executed this Agreement only in its capacity as the trustee under the Indenture and not individually or for the purpose of being bound in its individual or personal capacity. Neither U.S. Bank Trust Company, National Association nor any of its members, directors, officers or shareholders shall have any individual or personal liability under or related to this Agreement.

17. **Public Records.** Parties understand and agree that all documents of any kind provided to the District or to District staff in connection with the matters contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

18. **Waiver of Jury Trial.** To the extent permitted by applicable law, each of the Parties, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any Party with respect hereto.

19. **Further Assurances.** The Parties agree to execute, acknowledge, deliver and record such certificates, amendments, instruments, and documents, and to take such other action, as may be reasonably necessary to carry out the intent and purposes of this Agreement.

20. **Time of the Essence.** Time shall be of the essence as to all dates, deadlines and times of performance under this Agreement. Notwithstanding the foregoing, in the event any date or any deadline for the performance of an action or the giving of any notice falls on any day that is not a Business Day, or any period provided for in this Agreement shall expire on any day that is not a Business Day, then the date for the performance of such action or giving of such notice, or the expiration date of such period, as applicable, shall be automatically extended to midnight of the next following Business Day. For the purposes of this Agreement, the term “Business Day” shall mean and refer to any day that is not a Saturday, Sunday, or national holiday.

21. **Good Faith and Fair Dealing.** The Parties agree to exercise good faith and fair dealing in the performance of their respective contractual obligations hereunder.

22. **Final Agreement.** This instrument shall constitute the final and complete expression of this Agreement among the Parties relating to the subject matter of this Agreement.

23. **Deemed Amendment of Indenture; Consent.** To the extent that the provisions of this Agreement conflict with any provision of the Indenture, the Indenture shall be deemed to be amended to conform to the conflicting provision of this Agreement and any provisions required for such amendments are waived. Consent to such amendment shall be evidenced in the written direction to the Trustee by the consent of the Bondholders to execute this Agreement.

**SIGNATURE PAGE - SETTLEMENT AGREEMENT**  
**Creekside Community Development District – Series 2006 Bonds**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date first written above.

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

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

Exhibits:

- |                  |                                      |
|------------------|--------------------------------------|
| <b>Exhibit A</b> | <b>Defaulted Parcels</b>             |
| <b>Exhibit B</b> | <b>Revised 2006 Assessment Roll</b>  |
| <b>Exhibit C</b> | <b>Sources and Uses Chart</b>        |
| <b>Exhibit D</b> | <b>Revised Amortization Schedule</b> |
| <b>Exhibit E</b> | <b>Trustee's Statement</b>           |

**SIGNATURE PAGE - SETTLEMENT AGREEMENT**  
**Creekside Community Development District – Series 2006 Bonds**

**ATTEST:**

**CREEKSIDE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: Secretary/Assistant Secretary

Title: Chairman, Board of Supervisors

**EXHIBIT A**  
**Defaulted Parcels**

[Parcels C, D, F]

TRACTS C-1, C-2, D-1, D-2, AND F, CREEKSIDE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 124, PAGES 21 THROUGH 28, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

AND ALSO INCLUDING

[Parcel G] THAT CERTAIN REAL PROPERTY LOCATED IN ST. LUCIE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

Parcel ID 2327-333-0000-000-3

27/32/34 35 39 THAT PART OF SEC MPDAF: FROM NE COR OF SEC 33 RUN N 89 57 20 W 666.46 FT,TH S 00 23 09 W 651.50 FT,TH S 89 36 51 E 50 FT TO POB;TH N 00 23 09 E 378.91 FT TO CURVE CONC E,R OF 355 FT,TH NLY ALG ARC 271.79 FT,TH S 50 12 00 E 194.19 FT TO CURVE CONC SE,R OF 282 FT,TH NELY ALG ARC 247.29 FT,TH S 89 57 20 E 151.48 FT TO CURVE CONC NW,R OF 50 FT,TH NELY ALG ARC 78.87 FT,TH N 00 19 59 W 635.26 FT TO CURVE CONC S,R OF 255 FT,TH ELY ALG ARC 123.06 FT,TH N 87 57 46 E 354.42 FT,TH N 13 56 11 E 52.01 FT,TH N 87 57 46 E 49 FT,TH S 76 03 49 E 162.41 FT,TH S 20 21 19 W 48.42 FT,TH S 01 34 41 E 100.73 FT,TH S 02 02 14 E 236 FT TO CURVE CONC E,R OF 190 FT,TH SLY ALG ARC 61.98 FT,TH S 20 43 39 E 178.80 FT TO CURVE CONC W,R OF 360 FT,TH SLY ALG ARC 330.50 FT,TH S 31 52 22 W 455.19 FT TO CURVE CONC NW,R OF 360 FT,TH SWLY ALG ARC 375.46 FT,TH N 88 22 18 W 85.24 FT,TH N 01 37 42 E 130 FT,TH N 88 22 18 W 20 FT,TH S 01 37 42 W 130 FT TO CURVE CONC N,R OF 660 FT,TH WLY ALG ARC 111.82 FT,TH N 78 39 50 W 213.80 FT TO CURVE CONC NE,R OF 412 FT,TH NWLY ALG ARC 219.38 FT,TH N 41 50 39 E 130 FT TO CURVE CONC NE,R OF 282 FT,TH NWLY ALG ARC 51.98 FT,TH NWLY ALG ARC 51.98 FT,TH S 52 24 20 W 109.78 FT,TH S 59 55 52 W 161 FT,TH N 89 36 51 W 19.45 FT TO POB-LESS THAT PART MPDAF: FROM SW COR OF SEC 27 RUN N 00 03 50 W 335.60 FT,TH N 89 56 10 E 249.06 FT TO POB;TH N 43 48 54 E 10.05 FT,TH N 87 57 46 E 268.11 FT,TH S 02 02 14 E 20 FT,TH S 87 57 46 W 130 FT,TH S 02 02 14 E 39.79 FT TO CURVE CONC E,R OF 510 FT,TH SLY ALG ARC 166.37 FT,TH S 20 43 39 E 178.80 FT TO CURVE CONC W,R OF 40 FT,TH SLY ALG ARC 36.72 FT,TH S 31 52 22 W 455.19 FT TO CURVE CONC NW,R OF 40 FT,TH SWLY ALG ARC 41.72 FT,TH N 88 22 18 W 85.24 FT,TH S 01 37 42 W 130 FT,TH N 88 22 18 W 20 FT,TH N 01 37 42 E 130 FT TO CURVE CONC N,R OF 340 FT,TH WLY ALG ARC 57.61 FT,TH N 78 39 50 W 170.56 FT,TH S 11 50 10 W 130 FT,TH N 78 39 50 W 43.24 FT TO CURVE CONC E,R OF 222 FT,TH NLY ALG ARC 522.11 FT,TH S 33 54 51 E 130 FT TO CURVE CONC S,R OF 92 FT,TH ELY ALG ARC 54.53 FT,TH S 89 57 20 E 151.48 FT TO CURVE CONC NW,R OF 240 FT,TH NELY ALG ARC 378.57 FT,TH N 00 19 59 W 342.91 FT TO POB (23.722 AC)

**Exhibit B**  
**Revised 2006 Assessment Roll**



Parcel ID	Annual Assessment (Net)	Series 2006 par	Description	Legal Description
2326-600-0069-000-0	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 64
2326-600-0070-000-0	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 65
2326-600-0071-000-7	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 66
2326-600-0072-000-4	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 67
2326-600-0073-000-1	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 68
2326-600-0074-000-8	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 69
2326-600-0075-000-5	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 70
2326-600-0076-000-2	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 71
2326-600-0077-000-9	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 72
2326-600-0078-000-6	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 73
2326-600-0079-000-3	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 74
2326-600-0080-000-3	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 75
2326-600-0081-000-0	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 76
2326-600-0082-000-7	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 77
2326-600-0083-000-4	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 78
2326-600-0084-000-1	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 79
2326-600-0085-000-8	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 80
2326-600-0086-000-5	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 81
2326-600-0087-000-2	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 82 (OR 4137-782)
2326-600-0088-000-9	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 83
2326-600-0089-000-6	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 84 (OR 4075-1811)
2326-600-0090-000-6	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 85 (OR 4077-2681)
2326-600-0091-000-3	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 86
2326-600-0092-000-0	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 87
2326-600-0093-000-7	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 88 (OR 4101-2014)
2326-600-0094-000-4	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 89
2326-600-0095-000-1	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 90(OR 3921-2362)
2326-600-0096-000-8	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 91
2326-600-0097-000-5	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 92 (OR 4048-1111)
2326-600-0098-000-2	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 93
2326-600-0099-000-9	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 94
2326-600-0100-000-0	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 95 (OR 4048-220)
2326-600-0101-000-7	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 96 (OR 4055-413)
2326-600-0102-000-4	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 97 (OR 4076-1734)
2326-600-0103-000-1	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 98 (OR 4030-2718)
2326-600-0104-000-8	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 99
2326-600-0105-000-5	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 100
2326-600-0106-000-2	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 101 (OR 4104-1937)
2326-600-0107-000-9	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 102 (OR 4083-237)
2326-600-0108-000-6	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 103 (OR 4069-1747; 4106)
2326-600-0109-000-3	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 104
2326-600-0110-000-3	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 105
2326-600-0111-000-0	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 106
2326-600-0112-000-7	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 107
2326-600-0113-000-4	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 108 (OR 3921-2362)
2326-600-0114-000-1	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 109
2326-600-0115-000-8	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 110
2326-600-0116-000-5	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 111
2326-600-0117-000-2	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 112 (OR 4132-956)
2326-600-0118-000-9	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 113
2326-600-0119-000-6	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 114 (OR 4134-2444)
2326-600-0120-000-6	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 115 (OR 4112-1529)
2326-600-0121-000-3	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 116
2326-600-0122-000-0	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 117
2326-600-0123-000-7	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 118
2326-600-0124-000-4	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 119
2326-600-0125-000-1	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 120
2326-600-0126-000-8	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 121
2326-600-0127-000-5	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 122
2326-600-0128-000-2	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 123
2326-600-0129-000-9	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 124
2326-600-0130-000-9	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 125
2326-600-0131-000-6	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 126
2326-600-0132-000-3	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 127 (OR 4134-2433)
2326-600-0133-000-0	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 128
2326-600-0134-000-7	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 129
2326-600-0135-000-4	\$483.34	\$4,508.40	Parcel A	CREEKSIDE PLAT NO. 1 (PB 55-12) LOT 130



Parcel ID	Annual Assessment (Net)	Series 2006 par	Description	Legal Description
2326-602-0065-000-8	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 62
2326-602-0066-000-5	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 63
2326-602-0067-000-2	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 64
2326-602-0068-000-9	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 65
2326-602-0069-000-6	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 66
2326-602-0070-000-6	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 67
2326-602-0071-000-3	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 68
2326-602-0072-000-0	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 69
2326-602-0073-000-7	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 70
2326-602-0074-000-4	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 71
2326-602-0075-000-1	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 72
2326-602-0076-000-8	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 73
2326-602-0077-000-5	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 74
2326-602-0078-000-2	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 75
2326-602-0079-000-9	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 76
2326-602-0080-000-9	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 77
2326-602-0081-000-6	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 78
2326-602-0082-000-3	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 79
2326-602-0083-000-0	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 80
2326-602-0084-000-7	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 81
2326-602-0085-000-4	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 82
2326-602-0086-000-1	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 83
2326-602-0087-000-8	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 84
2326-602-0088-000-5	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 85
2326-602-0089-000-2	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 86
2326-602-0090-000-2	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 87
2326-602-0091-000-9	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 88
2326-602-0092-000-6	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 89
2326-602-0093-000-3	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 90
2326-602-0094-000-0	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 91
2326-602-0095-000-7	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 92
2326-602-0096-000-4	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 93
2326-602-0097-000-1	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 94
2326-602-0098-000-8	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 95
2326-602-0099-000-5	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 96
2326-602-0100-000-6	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 97
2326-602-0101-000-3	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 98
2326-602-0102-000-0	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 99
2326-602-0103-000-7	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 100
2326-602-0104-000-4	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 101
2326-602-0105-000-1	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 102
2326-602-0106-000-8	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 103
2326-602-0107-000-5	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 104
2326-602-0108-000-2	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 105
2326-602-0109-000-9	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 106
2326-602-0110-000-9	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 107
2326-602-0111-000-6	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 108
2326-602-0112-000-3	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 109
2326-602-0113-000-0	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 110
2326-602-0114-000-7	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 111
2326-602-0115-000-4	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 112
2326-602-0116-000-1	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 113
2326-602-0117-000-8	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 114
2326-602-0118-000-5	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 115
2326-602-0119-000-2	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 116
2326-602-0120-000-2	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 117
2326-602-0121-000-9	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 118
2326-602-0122-000-6	\$510.96	\$4,766.03	Parcel E	CREEKSIDE PLAT NO. 6 (PB 132-18) LOT 119
2327-502-0007-000-0	\$4,620.74	\$43,100.37	Commercial	CREEKSIDE PLAT NO. 4 (PB 85-5) TRACT RA-1 (4.13 AC - 179,903 SF)
2327-502-0008-000-7	\$2,629.37	\$24,525.69	Commercial	CREEKSIDE PLAT NO. 4 (PB 85-5) TRACT A (2.35 AC - 102,366 SF)
2327-502-0009-000-4	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 1
2327-502-0010-000-4	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 2
2327-502-0011-000-1	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 3
2327-502-0012-000-8	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 4
2327-502-0013-000-5	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 5
2327-502-0014-000-2	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 6
2327-502-0015-000-9	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 7



Parcel ID	Annual Assessment (Net)	Series 2006 par	Description	Legal Description
2327-502-0083-000-6	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 75
2327-502-0084-000-3	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 76
2327-502-0085-000-0	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 77
2327-502-0086-000-7	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 78
2327-502-0087-000-4	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 79
2327-502-0088-000-1	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 80
2327-502-0089-000-8	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 81
2327-502-0090-000-8	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 82
2327-502-0091-000-5	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 83
2327-502-0092-000-2	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 84
2327-502-0093-000-9	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 85
2327-502-0094-000-6	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 86
2327-502-0095-000-3	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 87
2327-502-0096-000-0	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 88
2327-502-0097-000-7	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 89
2327-502-0098-000-4	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 90
2327-502-0099-000-1	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 91
2327-502-0100-000-2	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 92
2327-502-0101-000-9	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 93
2327-502-0102-000-6	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 94
2327-502-0103-000-3	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 95
2327-502-0104-000-0	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 96
2327-502-0105-000-7	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 97
2327-502-0106-000-4	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 98
2327-502-0107-000-1	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 99
2327-502-0108-000-8	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 100
2327-502-0109-000-5	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 101
2327-502-0110-000-5	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 102
2327-502-0111-000-2	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 103
2327-502-0112-000-9	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 104
2327-502-0113-000-6	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 105
2327-502-0114-000-3	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 106
2327-502-0115-000-0	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 107
2327-502-0116-000-7	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 108
2327-502-0117-000-4	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 109
2327-502-0118-000-1	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 110
2327-502-0119-000-8	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 111
2327-502-0120-000-8	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 112
2327-502-0121-000-5	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 113
2327-502-0122-000-2	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 114
2327-502-0123-000-9	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 115
2327-502-0124-000-6	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 116
2327-502-0125-000-3	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 117
2327-502-0126-000-0	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 118
2327-502-0127-000-7	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 119
2327-502-0128-000-4	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 120
2327-502-0129-000-1	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 121
2327-502-0130-000-1	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 122
2327-502-0131-000-8	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 123
2327-502-0132-000-5	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 124
2327-502-0133-000-2	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 125
2327-502-0134-000-9	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 126
2327-502-0135-000-6	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 127
2327-502-0136-000-3	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 128
2327-502-0137-000-0	\$483.34	\$4,508.40	Parcel B	CREEKSIDE PLAT NO. 4 (PB 85-5) LOT 129
	\$195,656.11	\$1,825,000.00		

**Exhibit C**  
**Sources and Uses Chart**

**Sources and Uses**

**Sources of Funds (account balances as of 12/31/25):**

Series 2006 Funds and Accounts

Revenue Account	\$1,181,154.68
+ Deposit of the Settlement Amount (i)	\$200,000.00
Debt Service Reserve Acct.	\$201,716.15
Bond Redemption General Account	\$7.46
Bond Redemption Prepayment Account	\$20.33
<b>TOTAL</b>	<b>\$1,582,898.62</b>
	<i>Rounding</i>

**Uses of Funds:**

<i>CLOSING DATE</i>					<i>POST-CLOSING DATE</i>		
Bondholder Distribution			Trustee Fees	Post-BH Distribution:		TOTAL	
Series 2006 Principal Distribution ("Redeemed Bonds") (ii)	Series 2006 Interest Distribution - Delinquent (iii)	Series 2006 Interest Distribution - Redeemed Bonds (iv)		Series 2006 DSR (v)	Series 2006 Bond Revenue Account (vi)		
\$696,434.85	\$253,240.00	\$14,928.33	\$24,235.50		\$192,316.00	\$1,181,154.68	
\$200,000.00				\$123,151.00		\$200,000.00	
\$78,565.15						\$201,716.15	
\$7.46						\$7.46	
\$20.33						\$20.33	
<b>\$975,000.00</b>	<b>\$253,240.00</b>	<b>\$14,928.33</b>	<b>\$24,235.50</b>	<b>\$123,151.00</b>	<b>\$192,316.00</b>	<b>\$1,582,898.62</b>	
	<i>\$16.00</i>						

*Future Debt Service Payments*

5/1/26 - Par	\$ (100,000.00)
5/1/26 - Interest (vii)	\$ (47,450.00)
11/1/26 - Interest (viii)	\$ (44,850.00)
<b>Sub-Total</b>	<b>\$ (192,300.00)</b>
<b>Fund Balance - Ending</b>	<b>\$16.00</b>

**Footnotes:**

- (i) To be paid by CDD on agreed on date
- (ii) All delinquent principal. As of February 13, 2026, delinquent principal totals \$1,170,000; total outstanding principal is \$4,870,000; distribution rounded down to nearest \$5K
- (iii) Includes payment of all delinquent interest (accruing from 11/1/24 - 10/30/25) on \$4.87M totalling \$253,240.
- (iv) Includes payment of all current interest (accruing from 11/1/25 - 1/30/26) on the Redeemed Bonds
- (v) Series 2006 Reserve Account Percentage (6.748%) times the anticipated Remaining 2006 Bond principal of \$1,825,000
- (vi) Covers following DS payments: 5/1/26; 11/1/26 (\$192,300) + Rounding
- (vii) Interest on \$1.825M Remaining 2006 Bonds from 11/1/25 through 4/30/26
- (viii) Interest on \$1.725M Remaining 2006 Bonds (post-5/1/26 sinking fund payment) from 5/1/25 through 10/31/26

Creekside Community Development District  
Series 2006 Bonds - Distribution and Cancellations

**General Information**

	Series 2006 Bonds		Notes
CUSIP	225508AA8		
PRINCIPAL AMOUNT - Original	\$10,445,000.00		
PRINCIPAL AMOUNT - Current	\$4,870,000.00		
	<i>Delinquent Principal Amount</i>	\$1,170,000.00	Principal Debt Service Payments from 5/1/19 - 5/1/25
	<i>Non-Performing Principal Amount (Current)</i>	\$3,045,000.00	Portion of Outstanding Principal Not Secured by Series 2006 Assessments
	<b>"Redeemed Bonds"</b>	\$975,000.00	Portion above to be defeased on Closing Date; may vary based on redemption date
	<i>Performing Principal Amount ("Remaining 2006 Bonds")</i>	\$1,825,000.00	Portion of Outstanding Principal Supported by Series 2006 Assessments
	<b>"Cancelled Bonds"</b>	\$2,070,000.00	Post-Distribution portion of Outstanding Principal Not Secured by Series 2006 Assessments
INTEREST		<u>Interest Per Diem</u>	
	Delinquent Interest on \$4.87M (11/1/24 through 10/31/25)	\$253,240.00	\$703.44 # of Days - 360; paid on Closing Date
	Redeemed Bonds - Accrued But Unpaid (11/1/25 through 2/16/26)	\$14,928.33	\$140.83 # of Days: 106; paid on Closing Date
	<b>Sub-Total</b>	<b>\$268,168.33</b>	
	<i>Remaining 2006 Bonds - Accrued But Unpaid (11/1/25 through 2/16/26)</i>	\$27,942.78	\$263.61 # of Days: 106; remains outstanding on Closing Date; paid on next Interest Payment Date (5/1/26)
	<i>Cancelled Bonds - Accrued But UnPaid (11/1/15 through 2/16/26)</i>	\$31,694.00	\$299.00 # of Days: 106; waived on Closing Date
DSR REQUIREMENT			
	Pre-Cancellation	\$328,627.60	Series 2006 Reserve Account Percentage (6.748%) times outstanding par
	Post-Cancellation	\$123,151.00	Series 2006 Reserve Account Percentage (6.748%) times \$1,825,000
COUPON		5.20	
MATURITY		5/1/2038	13 remaining par installments
CLOSING DATE		<b>2/16/26</b>	Using as placeholder; can finalize & update numbers once closer to an executed agreement
# of Days from 11/1/2025 to Closing Date		106.00	

**Bondholder Ownership Information**

Invesco	\$4,670,000.00	95.893%
Small Mutual Fund	\$200,000.00	4.107%
<i>Total Outstanding</i>	<i>\$4,870,000.00</i>	

Step 1 (January 8): Board approves Settlement Agreement in substantial form approving the restructuring; agreement executed by both parties

Step 2 (February \_\_\_): District wires to the Trustee \$200,000 from 2024 Lot Sale Proceeds for deposit in Series 2006 Revenue Account

Step 3: Post notice on [February \_\_\_] re Bondholder Distribution to occur on Closing Date

Step 4 (Closing Date): District to pay Trustee or Trustee's Counsel Legal Fees NTE \$25,000

Step 5 (Closing Date): Trustee transfers Excess DSR Requirement amount listed below from the Series 2006 DSR Account to Series 2006 Revenue Account for use in distribution

Step 3: Series 2006 Debt Service Reserve Account Balance as of 12/31/2025	\$201,716.15	
DSR Requirement for Performing	\$123,151.00	Based on anticipated Outstanding Remaining 2006 Bond par
Series 2006 DSR Account Transfer Amount ("Excess DSR Requirement")	<b>\$78,565.15</b>	

Step 6 (Closing Date): Bondholder Distribution - see Sources and Uses Chart

Step 5(a): Delinquent Interest Distribution (11/1/24 through 10/30/25)	\$253,240.00	Payment of all delinquent interest on the full outstanding \$4.87M
Step 5(b): Current Interest Distribution on Redeemed Bonds (11/1/25 through	\$14,928.33	Payment of currently accruing interest on the Redeemed Bond par
<i>Subtotal of Interest Distributed</i>	<i>\$268,168.33</i>	
Step 5(c): Principal Distribution ("Redeemed Bonds")	\$975,000.00	Comprised of all delinquent principal; reduces delinquent principal to approximately \$325K
<b>TOTAL DISTRIBUTION PAID</b>	<b>\$1,243,168.33</b>	

*Post-Distribution: Principal Outstanding* \$3,895,000.00

Step 7 (Closing Date): Immediately following the Bondholder Distribution, Bondholders & Trustee to cancel Cancelled Bonds, plus waive any accrued by unpaid interest

Step 6(a): less Cancelled Bonds	\$2,070,000.00	(i) BH to present for cancellation Series 2006 Bonds in par amount shown; cancellation allocated pro-rata between BH based upon principal amount outstanding
Step 6(b): Waiver of accrued, but unpaid interest (11/1/25 - Closing Date) on the Cancelled Bonds	\$31,694.00	(ii) Accrued, but unpaid interest (11/1/25-redemption date) on the Cancelled Bonds waived.

**POST-CLOSING AMOUNTS OUTSTANDING**

<b>Remaining 2006 Bonds</b>		
Total Par Outstanding	<b>\$1,825,000.00</b>	
Accrued, Unpaid Interest (11/1/25 - 2/16/26) - Outstanding	<b>\$27,942.78</b>	To be paid with 5/1/26 Debt Service Payment

*Next Debt Service Payments:*

5/1/26 - Par	\$	(100,000.00)
5/1/26 - Interest	\$	(47,450.00)
11/1/26 - Interest	\$	(44,850.00)

**Remaining 2006 Assessments** \$1,825,000.00

**Needs to be updated based on Trustee/BH input**

**Exhibit D**  
**Revised Amortization Schedule**

## BOND DEBT SERVICE

### Creekside Community Development District Special Assessment Bonds, Series 2006

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/01/2026	100,000	5.200%	47,450	147,450	
11/01/2026			44,850	44,850	192,300
05/01/2027	105,000	5.200%	44,850	149,850	
11/01/2027			42,120	42,120	191,970
05/01/2028	110,000	5.200%	42,120	152,120	
11/01/2028			39,260	39,260	191,380
05/01/2029	120,000	5.200%	39,260	159,260	
11/01/2029			36,140	36,140	195,400
05/01/2030	125,000	5.200%	36,140	161,140	
11/01/2030			32,890	32,890	194,030
05/01/2031	130,000	5.200%	32,890	162,890	
11/01/2031			29,510	29,510	192,400
05/01/2032	140,000	5.200%	29,510	169,510	
11/01/2032			25,870	25,870	195,380
05/01/2033	145,000	5.200%	25,870	170,870	
11/01/2033			22,100	22,100	192,970
05/01/2034	150,000	5.200%	22,100	172,100	
11/01/2034			18,200	18,200	190,300
05/01/2035	160,000	5.200%	18,200	178,200	
11/01/2035			14,040	14,040	192,240
05/01/2036	170,000	5.200%	14,040	184,040	
11/01/2036			9,620	9,620	193,660
05/01/2037	180,000	5.200%	9,620	189,620	
11/01/2037			4,940	4,940	194,560
05/01/2038	190,000	5.200%	4,940	194,940	
11/01/2038					194,940
	1,825,000		686,530	2,511,530	2,511,530

## BOND SUMMARY STATISTICS

### Creekside Community Development District Special Assessment Bonds, Series 2006

Dated Date	11/01/2025
Delivery Date	11/01/2025
Last Maturity	05/01/2038
Arbitrage Yield	5.200000%
True Interest Cost (TIC)	5.200000%
Net Interest Cost (NIC)	5.200000%
All-In TIC	5.200000%
Average Coupon	5.200000%
Average Life (years)	7.234
Duration of Issue (years)	5.870
Par Amount	1,825,000.00
Bond Proceeds	1,825,000.00
Total Interest	686,530.00
Net Interest	686,530.00
Total Debt Service	2,511,530.00
Maximum Annual Debt Service	195,400.00
Average Annual Debt Service	200,922.40
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
-----	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond	1,825,000.00	100.000	5.200%	7.234
	1,825,000.00			7.234

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,825,000.00	1,825,000.00	1,825,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	1,825,000.00	1,825,000.00	1,825,000.00
Target Date	11/01/2025	11/01/2025	11/01/2025
Yield	5.200000%	5.200000%	5.200000%

**Exhibit E:  
Trustee's Statement**



Global Corporate Trust  
 EP-MN-WS3DD  
 60 Livingston Ave  
 St Paul, MN 55107  
 usbank.com

Invoice Number: 79181032601  
 Account Number: 7918103  
 Invoice Date: January 21, 2026  
**Direct inquiries to: Sandra Spivey**  
**Email: sandra.spivey@usbank.com**  
 Page: 1 of 2

CREEKSIDE COMMUNITY DEVELOPMENT DIST  
 C/O GOVERNMENTAL MANAGEMENT SERVICES  
 4385 N NOB HILL RD  
 SUNRISE FL 33351

Matter(s): Creekside CDD 2006

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

**TOTAL AMOUNT DUE: \$24,235.50**

Payment due upon receipt. A late charge may be assessed on past due balances.

If paying by check please detach at perforation and return bottom portion with your check made payable to U.S. Bank

Creekside CDD 2006

Invoice Number: 79181032601  
 Account Number: 7918103  
 Invoice Date: January 21, 2026  
 Amount Due: \$24,235.50

If paying by wire:  
 U.S. Bank, N.A.  
 ABA # 091000022 US Bank  
 A/C # 180121167365  
 BBK = U.S. Bank N.A.  
 BNF = U.S. Bank Trust N.A.  
 OBI = Trust Finance Management  
 Reference Account #: 7918103

If paying by check:  
 U.S. Bank  
 Attn: Trust Finance Management  
 Lockbox Services – CM9705  
 P.O. Box 70870  
 St Paul, MN 55170 - 9690  
 Reference Account #: 7918103



Global Corporate Trust  
 EP-MN-WS3DD  
 60 Livingston Ave  
 St Paul, MN 55107  
 usbank.com

Invoice Number: 79181032601  
 Account Number: 7918103  
 Invoice Date: January 21, 2026  
 Amount Due: \$24,235.50  
**Direct inquiries to: Sandra Spivey**  
**Email: sandra.spivey@usbank.com**  
 Page: 2 of 2

Creekside CDD 2006

**CURRENT CHARGES SUMMARIZED**

<b>Detail of Charges</b>				<b>Total</b>
	<b>Volume</b>	<b>Rate</b>	<b>Period</b>	<b>Total</b>
Administration	1	\$3,500.00	4	\$14,000.00
<b>Subtotal</b>	<b>Administration Fees</b>	1/1/2022 - 12/31/2025		\$14,000.00
<b>Subtotal</b>	<b>Direct Out of Pocket</b>			\$0.00

*Extraordinary administrative time which may include and not be limited to review of documents, conferences and communications with internal parties and counsel, research and analysis, claims and filings, allocations, holder inquiries and other extraordinary matters. Billed at the hourly rate in effect.*

<b>Detail – Administrative Time</b>	<b>Description</b>	<b>Rate</b>	<b>Amount</b>	<b>Total</b>
1/1/2024-12/31/2024	Relationship Manager Time	\$660.00	7.4	\$4,884.00
1/1/2025-12/31/2025	Relationship Manager Time	\$695.00	7.7	\$5,351.50
<b>Subtotal</b>	<b>Administrative Time</b>	1/1/2024 - 12/31/2025		\$10,235.50

**TOTAL AMOUNT DUE: \$24,235.50**



## CLOSEOUT DOCUMENTS

**Project:** \_\_\_\_\_

NOTE: THE PROPERTY OWNER'S NO LIEN AFFIDAVIT, BILL OF SALE, COST DOCUMENTATION, AND RECORD DRAWINGS SHALL APPLY TO THE SAME PROPERTY.

1. Bill of Sale and Exhibit 1 - Cost Documentation - Conveying to St. Lucie County Water and Wastewater Utility District all Property Owner Facilities (potable water, wastewater, and reclaimed water facilities) up to the Point of Service.
2. Property Owner's No Lien Affidavit.
3. Recorded utility easements with an appropriate Title Insurance policy benefiting St. Lucie County Water and Wastewater Utility District (\$50.00 per linear foot of easement and/or \$50,000.00 for Authority-owned lift station if the lift station was not constructed within a platted or existing easement). The easement sketch and grant documents must be reviewed and approved by the District prior to recording.

THERE WILL BE NO RENDERING OF UTILITY SERVICE, INCLUDING RELEASE OF METERS, UNTIL ALL OF THE ABOVE DOCUMENTATION IS RECEIVED AND APPROVED. IT IS REQUIRED THAT THE ATTACHED STANDARD FORMS BE USED. ONE EXECUTED ORIGINAL OF EACH FORM IS REQUIRED.

FOR QUESTIONS REGARDING THE ABOVE AND OTHER PERTINENT DOCUMENTATION CONTACT THE DISTRICT AT (772) 462-1150.

## BILL OF SALE

**Know All Men by These Presents**, that \_\_\_\_\_, the party of the first part, for and in consideration of the sum of ten dollars lawful money of the United States and other good and valuable consideration, the receipt whereof is hereby acknowledged, granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer and deliver unto St. Lucie County Water and Wastewater Utility District, the party of the second part, and its successors and assigns, the following goods and chattels:

Potable Water, Wastewater, and/or Reclaimed Water Facilities consisting of those components set forth on "Attachment to Bill of Sale" attached hereto all located within the property described as:

**To Have and to Hold** the same unto the said part of the second part, its successors and assigns forever.

**AND** do, for itself and \_\_\_\_\_ its heirs, executors, administrators, successors and assigns, covenant to and with the said part of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said part of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the first party has hereunto set hand and seal on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

WITNESSES:

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

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

PROPERTY OWNER:

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**

**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20  
\_\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally  
known to me or has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number

# ATTACHMENT TO BILL OF SALE

## COST DOCUMENTATION FOR FACILITIES DEDICATED TO ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT

PROJECT NAME \_\_\_\_\_

S.D.A. NUMBER \_\_\_\_\_

Parcel/Plat \_\_\_\_\_

Phase \_\_\_\_\_

Bill of Sale Date \_\_\_\_\_

### Potable Water Distribution System

Including Mains, Valves, Fittings & Hydrants, and All Appurtenances, Water Services up to Meter, Fire lines up to Double Detector Check Valve Assembly.

### Wastewater Collection System

Including Utility Owned Force and/or Gravity Mains, Valves, Fittings, Air Release Valves, Manholes, and All Appurtenances, Sewer Services including Clean Outs up to Limit of the District Maintenance Responsibility. \$ \_\_\_\_\_

### Wastewater Pumping Station

Complete, Including All Appurtenances; Installed per the District Standards (If Owned and Operated by the District i.e., not private). \$ \_\_\_\_\_

### Reclaimed Water Distribution System

Including Mains, Valves, Fittings and All Appurtenances, Reclaimed Water Services up to the meter. \$ \_\_\_\_\_

### Other

\$ \_\_\_\_\_

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### TOTAL VALUE OF CONTRIBUTED ASSETS

\$ \_\_\_\_\_

Note: Prices must include all material and labor as installed and shown on Accepted "Record Drawings."

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

Contractor

Property Owner

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

Please attach a listing of various quantities that comprise the above components, i.e., x feet of 16" PVC water main, Fire Hydrant complete, etc.

**PROPERTY OWNER’S NO LIEN AFFIDAVIT**

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, being by me first duly sworn, on oath deposes and says:

1. That (NAME) \_\_\_\_\_ is the property owner of the (PROJECT NAME) \_\_\_\_\_ (“Property Owner”), and that Affiant is the \_\_\_\_\_ of the Property Owner, that Affiant is authorized to act on behalf of the Property Owner and that Affiant has the best knowledge to make the statements set forth herein on behalf of the Property Owner.
2. That to the best of Affiant's knowledge and belief all labor and materials furnished and used in connection with the construction of the Potable Water, Wastewater, and Reclaimed Water Facilities for said Project which were installed within "dedicated roadways" and "utility easements" as required by the Standard Potable Water, Wastewater and Reclaimed Water Development Agreement entered into between the Property Owner and the St. Lucie County Water and Wastewater Utility District, for the provision of potable water, wastewater and reclaimed water service to property owned by the Property Owner have been paid in full.
3. That Affiant, to the best of his knowledge and belief, does not know of any person or corporation who has or claims to have any lien for said labor performed or materials furnished.
4. Affiant makes this Affidavit to induce St. Lucie County Water and Wastewater Utility District to accept a Bill of Sale for said water supply and wastewater disposal facilities.
5. Affiant has the lawful right to execute this Property Owner’s No Lien Affidavit.

AFFIANT FURTHER SAITH NAUGHT.

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESSES:

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

By: \_\_\_\_\_  
Property Owner (Type or Print)

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

\_\_\_\_\_  
Signature of Property Owner

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**

**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20  
\_\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally  
known to me or has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number

## **INSTRUCTIONS AND MINIMUM REQUIREMENTS FOR PREPARING EASEMENT DOCUMENTS, LEGAL DESCRIPTIONS AND SKETCHES**

### **I. EXECUTION INSTRUCTIONS FOR EASEMENT DOCUMENTS**

Note: A Title Policy for the benefit of the District should be delivered to the District upon conveyance of an easement, where applicable.

#### **A. SIGNING AND WITNESSING**

1. For Individuals: Sign on the indicated lines in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below.
2. For Corporations: The president or vice president and the secretary or an assistant secretary sign on the indicated lines, filling in their title below, in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below.
3. For Partnerships: All general partners sign on the indicated lines in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below. The Notary Public may be one of the witnesses. In the event the general partner is itself a corporation, then the instructions for corporations as set forth above shall be completed in addition to the instructions for partnerships.

#### **B. MORTGAGEE JOINDER AND CONSENT**

The Property Owner(s) shall have any and all mortgagees sign the Mortgagee Consent and Joinder. The mortgagee shall sign as an individual, a corporation or a partnership as set forth hereinabove.

#### **C. ACKNOWLEDGMENTS**

The Notary Public should fill in legibly all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in date, sign on line provided and affix seal adjacent to the signature of the Notary Public.

### **II. MINIMUM REQUIREMENTS FOR EASEMENT LEGAL DESCRIPTIONS AND SKETCHES**

#### A. LEGAL DESCRIPTIONS

1. Legal Descriptions must be prepared by a Registered Surveyor and must bear a certification citing “Minimum Technical Standards pursuant to Florida Statutes, Chapter 472 and as defined in Florida Administrative Code 21-HH-06”, as amended from time to time.
2. The description must bear the Registered Land Surveyor’s name, certification number, company name, and must be signed and sealed. District Utility Extension Policy Page 92 May 19, 2015.
3. The description must be prepared on an 8 1/2” x 11” size sheet.

#### B. EASEMENT SKETCHES

1. The sketch must appear on an 8 1/2” x 11” sheet, and must have the original Registered Land Surveyor’s signature and embossed seal imprint.
2. A location map must be included on the sketch showing the general location of the property within which the easement lies.
3. Sketch must contain a North arrow.

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

## **UTILITY EASEMENT AND CONSENT AND JOINDER OF MORTGAGEE**

**THIS EASEMENT** is made, granted and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as "Grantor"), whose address is \_\_\_\_\_, to St. Lucie County Water and Wastewater Utility District, its successors and assigns (hereinafter referred to as "Grantee"), whose address is c/o the District Utility Director, 2300 Virginia Avenue, Fort Pierce, Florida 34982.

### **WITNESSETH**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit Grantee authority to enter upon the property of the Grantor at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water, reclaimed water and/or wastewater lines, pipes, mains, pump stations, wells, meters, meter boxes, backflow prevention devices, telemetry and communications equipment, signs, buffers, lights, slabs, enclosures and appurtenant facilities and equipment in, on, over, under and across the easement premises. This utility easement or portion thereof may be fenced in or enclosed for access control purposes. The easement hereby granted covers a strip of land lying, situate and being in St. Lucie County, Florida, and being more particularly described as follows (the "easement premises"):

### **SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF**

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

**WITNESSES:**

**GRANTOR:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness Signature

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**

**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number

**CONSENT AND JOINDER OF MORTGAGEE FOR UTILITY EASEMENT (Cont.)**

The undersigned mortgagee does hereby join in and consent to the granting of the above Utility Easement, across the lands therein described, and agrees that its mortgage, which is recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of St. Lucie County, Florida, shall be subordinated to this Utility Easement.

**IN WITNESS WHEREOF**, the mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

**WITNESSES:**

**MORTGAGEE:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness Signature

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

**NOTARY CERTIFICATE**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number

## **INSTRUCTIONS FOR INDEMNITY AGREEMENT**

Page 1

1. Leave the date blank, this will be completed upon execution by the St. Lucie County Water and Wastewater District, or its designee.
2. Fill in the name of the owner of the property as it appears on the deed.
3. Fill in the address of the owner.
4. Fill in the legal description of the property or attach a copy of the legal description as Exhibit A. If a description is attached, please indicate on the instrument.
5. Fill in what the encroachment is (i.e., fence, driveway, air conditioner, planter, etc.)

Page 2

6. Owner(s) must sign the agreement.
7. Two different witnesses must also sign the agreement.
8. A notary must execute the acknowledgment, sign and fill in expiration of commission.
9. Attach an original survey or sketch of the property indicating where the proposed encroachment is in relation to the easement.

Please return the original, executed indemnity agreement to the St. Lucie County

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

## INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("Owner") whose address is \_\_\_\_\_ and St. Lucie County Water and Wastewater Utility District, its successors and assigns, ("District"), whose address is 2300 Virginia Avenue, Fort Pierce, FL 34982.

## WITNESSETH

**WHEREAS**, Owner holds title to a certain parcel of real property more particularly described on Exhibit A attached to and made a part of this Agreement (the "Property"); and

**WHEREAS**, the Property is encumbered by a certain utility easement recorded in OR Book \_\_\_\_, Page \_\_\_\_ of the Official Records of St. Lucie County, Florida (the "Easement"), such Easement being for the benefit of the District; and

**WHEREAS**, Owner desires to install \_\_\_\_\_ within a portion of the Easement (the "Encroachment"), as described on Exhibit B attached to and made a part of this Agreement.

**NOW THEREFORE**, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The District hereby consents to the installation by Owner of the Encroachment within the Easement, subject to the terms herein.
3. In consideration of the District's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of the District or, in the event that the District determines, in its sole

and exclusive discretion that it is necessary or desirable to exercise its rights under the Easement, and such exercise of rights requires the removal, replacement and/or relocation of the Encroachment or the relocation of the District's facilities in whole or in part, such removal, replacement and/or relocation shall be done by the District or its assigns and any and all expenses or damages incurred as a result of the removal of said Encroachment shall be at the sole cost and expense of the Owner.

4. Owner, its heirs, successors, legal representatives, and assigns, hereby agrees to indemnify and hold the District harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against the District as a result of or in any way connected to the Encroachment or its removal, replacement and/or relocation or any occurrence upon said Encroachment.
  
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of St. Lucie County, Florida.

**IN WITNESS WHEREOF**, the Owner has executed this Agreement as of the date first above written

**WITNESSES:**

**OWNER:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Print Name

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

\_\_\_\_\_

Print Name

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**

**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number

ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

\_\_\_\_\_  
County Attorney

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**CLAIM OF LIEN FOR UTILITY SERVICE**

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

Notice is hereby given that the St. Lucie County Water and Wastewater Utility District, has a Claim of Lien for Utility Service against the following described real estate, situated in St. Lucie County, Florida, (the "Property") to wit:

in the amount of \$\_\_\_\_\_ for unpaid utility service furnished by the undersigned to the Property, for [ ] Potable Water Service, [ ] Reclaimed Water Service, [ ] Wastewater Service, and all utility service fees and charges which may accrue subsequent to the recording of this Claim of Lien, together with interest and all reasonable costs and attorneys' fees incurred by the District incident to the collection process.

This lien is hereby filed and recorded in the Official Records of the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in the amount set forth hereinabove. This lien accrued as of and related back to the time of provision of the unpaid utility service furnished by the undersigned to the Property. This lien is equal in character, dignity and rank with liens for special assessments and County ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the Property.

ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

\_\_\_\_\_  
County Attorney

**CDD DEVELOPMENT AGREEMENT  
CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT  
(Parcels F and G)**

**THIS CDD DEVELOPMENT AGREEMENT – CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT (“Agreement”)** is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

**Creekside Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is District’s Manager, c/o Governmental Management Services, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (“**District**”); and

**D.R. Horton, Inc.**, a foreign corporation, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 1430 Culver Drive NE, Palm Bay, Florida 32907 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**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 purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, the Developer presently owns or is in the process of acquiring from the District certain lands (“**Property**”) within the District known as “Parcels F and G,” which are described in **Exhibit A**; and

**WHEREAS**, the District agrees that this Agreement is a material inducement to the Developer’s acquisition of Parcel G, and the Developer is relying upon this Agreement in connection with the Developer’s acquisition of Parcel G from the District; and

**WHEREAS**, the Developer intends to develop the Property as part of the District’s residential development; and

**WHEREAS**, the Developer desires for the District to assist with the financing of the design, acquisition, construction, and installation of certain public infrastructure improvements, facilities, and services for the Property, and as part of the District’s “**Capital Improvement Plan**,” or “**CIP**” (“**Development**”); and

**WHEREAS**, the District acknowledges that the public improvements that will serve the Property include stormwater, utilities, roads, landscape/hardscape/irrigation, and other similar improvements to be known as the “**Parcel F and G Projects**,” and

**WHEREAS**, the District acknowledges and agrees that the Parcel F and G Projects are part of the CIP, and agrees to issue one or more special assessment bonds (together, “**Bonds**”) to finance such Parcel F and G Projects, on the terms set forth 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 District and the Developer 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 Agreement.

2. **BOND ISSUANCE FOR PARCEL F AND G PROJECTS; DISTINCT ASSESSMENT AREA.** Within 90 days of the request of the Developer, the District shall issue Bonds secured by the levy of Debt Assessments on the Property, and use the proceeds of the Bonds to acquire from the Developer completed portions of the Parcel F and G Projects necessary for the development of the Property. Any such Bonds secured by Debt Assessments levied on the Property and used for the development of the Property shall be subject to the following terms:

- a. The Bonds shall be secured by Debt Assessments levied solely on the Property (and/or portions thereof), and payable in no more than 30 annual installments, not including any capitalized interest period. The Developer shall have the right to approve the parameters of the Bonds prior to Bond issuance, including but not limited to the par amount of the Bonds, capitalized interest period, debt service reserve amounts, maturity, redemption provisions, reserve release conditions, payment schedule, etc.
- b. The Debt Assessments securing the Bonds shall be in amounts agreeable to the Developer, and the Bonds shall be sized accordingly.
- c. If necessary, the District, at the Developer’s sole cost and expense, shall also undertake bond validation proceedings in order to authorize the issuance of any additional Bonds. Except as set forth in the preceding sentence, the cost of any Bond issuance hereunder shall be funded from the proceeds of the Bonds.
- d. At the request of the Developer, the District agrees to acquire the completed portions of the Parcel F and G Projects from the Developer, and pay the Developer from the proceeds of the Bonds. The District shall accept any such Parcel F and G Project work product, improvements and property upon certification from the District’s engineer that such items are included within the Parcel F and G Project, have been created in a manner consistent with applicable plans and approvals, and are in good working order, which certification (or decision not to certify) shall be provided within 30 days of request, and which certification shall not be unreasonably withheld or delayed. If the District Engineer fails to provide certification or a written explanation for denial of certification within such 15-day period, the work product, improvements and property shall be deemed accepted. Further, the District shall operate, maintain, repair and replace any improvements so accepted on a going forward basis.
- e. The Developer and the District shall execute any documents reasonably necessary for the issuance of the Bonds and using the forms previously used by the Developer and the District in connection with the District’s *Special Assessment Bonds, Series 2026 (Assessment Area Two – Parcel C and D)*, including but not limited to a declaration of consent, true-up agreement, completion agreement, collateral assignment, acquisition

agreement, continuing disclosure agreement, and such other documents as may be reasonably required. Such forms shall be updated to include the District Engineer's report for the Parcel F and G Projects and a corresponding assessment report.

- f. The District shall establish one or more "assessment areas" for the Property, separate and distinct from other assessment areas within the District such that any Debt Assessments levied pursuant to this section on the Property shall be levied only on the Property and shall not extend to other properties within the District. Moreover, the District agrees not to issue any Bonds secured by Debt Assessments levied on the Property and in order to finance the District's initial installation of public improvements not directly related to the Developer's development of the Property.
- g. The parties shall reasonably cooperate to take any other actions necessary to effect the intent of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the District may impose and collect Debt Assessments and other assessments, taxes, fees and charges on the Property where necessary for the health, safety, and/or welfare of the District's residents or for purposes of remediating any natural disaster, catastrophic damage, or failure that has occurred with respect to any capital project or any component thereof.

3. **DEFAULT.** A default by a 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. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. **ATTORNEYS' FEES AND COSTS.** In the event that a 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

6. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. 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 parties may deliver Notice on behalf of the party represented. 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.

7. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement 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 any party.

8. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties 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 parties 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 parties and their respective representatives, successors, and assigns.

9. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof.

10. **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 the parties hereto.

11. **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 agrees that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

12. **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.

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 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 by sovereign immunity or by other operation of law.

14. **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.

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

[CONTINUED ON NEXT PAGE]

DRAFT

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT]

Executed as of the \_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS**

**CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, **Chairperson**, of **CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT]

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESS**

**D.R. HORTON, INC.**

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of **D.R. HORTON, INC.**, a foreign corporation, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

**Exhibit A: Legal Description of Property**

DRAFT

This instrument was prepared by:

Jere Earlywine  
Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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**CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL DECLARATION OF CONSENT  
(PARCEL E)**

**D.R. HORTON, INC.**, a Delaware corporation, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

1. The Creekside Community Development District ("**District**") is, and has been at all times, on and after June 20, 2005, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended ("**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for St. Lucie County, Florida, relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 05-017 was duly and properly enacted in compliance with all applicable requirements of law; (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 the establishment of the District, and to and including the date of this Declaration; and (d) the Property is within the boundaries of the District and subject to the District's jurisdiction and authority.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2006-05 and 2007-01 (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on the Property. The District Manager later reallocated such assessments within the original benefit levels set forth in the Assessment Resolutions and as set forth in **Exhibit B** attached hereto (as reallocated, "**Assessments**"). Such Assessments, which may include "true-up" payments pursuant to the terms of the Assessment Resolutions, are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments (as reallocated, and including any "true-up" payments), the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its Special Assessment Bonds, Series 2006, or securing payment thereof ("**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) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments (as reallocated, and including any "true-up" payments) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments (as reallocated, and including any "true-up" payments), the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) 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) to the extent 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 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 Assessments in full at any time, or in part up to two times, and in either case with interest, under the circumstances set forth in the Assessment Resolutions.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District's Manager, c/o Governmental Management Services – South Florida, LLC, 5385 N Nob Hill Road, Sunrise, Florida 33351 (Phone: 954-721-8681).

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY 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.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of the \_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS**

**D.R. HORTON, INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of D.R. Horton, Inc., who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed  
as Commissioned)

**EXHIBIT A:** Legal Description of Property (Parcel E)

**EXHIBIT A**

Legal Description of Property (Parcel E)

All tracts and other lands within the plat entitled *Creekside Plat No. 6*, according to the plat thereof, recorded in Plat Book 132, Page(s) 18 through 21 (inclusive) of the Public Records of St. Lucie County, Florida.

## Exhibit B (Debt Assessments as of February 9, 2026)

Folio		Product	Units	ERU's per Unit	Total ERU's	Annual Debt Assessment per ERU (gross)**	Annual Debt Assessment Total (gross)**	Par	Par per ERU
<b>Parcel E</b>	Plat No. 6 (PB 132-18)	Multifamily	119	1.057	125.80	\$525.37	\$66,091.41	\$567,155.82	\$4,508.40
2326-602-0004-000-3 to 2326-602-0122-000-6									
<b>Platted SF Parcel A</b>	Plat No. 1 (PB 55-12)	Single Family	135	1.00	135.00	\$525.37	\$70,924.95	\$608,634.28	\$4,508.40
(2326-600-0006-000-1 to 2326-600-0006-0141-0009-2)									
2326-600-0051-000-1*		Single Family	1	1.00	1.00	\$0.00	\$0.00	\$0.00	
<b>Platted SF Parcel B</b>	Plat No. 4 (PB 85-5)	SF	129	1.00	129.00	\$525.37	\$67,772.73	\$581,583.87	\$4,508.40
(2327-502-0009-000-4 to 2327-502-0137-000-0)									
			15	1.00	15.00	\$525.37	\$7,880.55	\$67,626.03	\$4,508.40
2327-502-0007-000-0		Commercial	4.13 acres				\$5,022.54		
2327-502-0008-000-7	Commercial 30,000 sq ft, assigned 15 ERUs	Commercial	2.35 acres			allocation of the \$7,880.55 to the two parcel based on acreage	\$2,858.01		
<b>Totals</b>					<b>405.80</b>		<b>\$212,669.64</b>	<b>\$1,825,000.00</b>	

\*Prepaid debt 2326-600-0009-000-2 Plat 1 Lot #4 8/6/2020

\*\* Assessments are grossed up to cover early payment discounts and St. Lucie County collection fees, currently 8%.

Prepared by and Return to:  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406  
ATTN: Real Estate Division, MSC# 3710

Project: Ten Mile Creek  
Tract No.: GI100-022

### AMENDED AND RESTATED PERPETUAL ACCESS ROAD EASEMENT

THIS AMENDED AND RESTATED PERPETUAL ACCESS ROAD EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **CREEKSIDE COMMUNITY DEVELOPMENT DISTRICT**, an independent special taxing district, with an address of 5385 N. Nob Hill Road, Sunrise, Florida 33351, hereinafter referred to as "Grantor", in favor of the **South Florida Water Management District**, a government entity created and existing under Chapter 373, Florida Statutes, whose mailing address is 3301 Gun Club Road, West Palm Beach, Florida 33406, hereinafter referred to as "Grantee".

#### WITNESSETH:

**WHEREAS**, Grantor and Grantee are parties to and desire to hereinafter amend and restate as follows that certain Perpetual Access Road Easement dated December 19, 2006, and recorded on January 9, 2007 in Official Records Book 2736, Page 2072 of the Public Records of St. Lucie County, Florida.

**NOW, THEREFORE**, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, a perpetual, non-exclusive access road and maintenance easement ("**Easement**") over, across, through, and with respect to, the real property located in St. Lucie County, described in Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as the "**Easement Parcel**".

This Easement is given for any and all purposes deemed by Grantee to be necessary, convenient, or incident to, or in connection with, the location, construction, operation, maintenance, alteration and replacement of a road and appurtenances thereto, and unrestricted vehicular and pedestrian access, ingress and egress, and maintenance purposes, over, across, through, and with respect to the Easement Parcel, including, but not limited to, the right to move, transport, store, operate, and stage equipment, materials and supplies, for construction, operation, effectuation or maintenance of any project in the interest of flood control, reclamation, conservation, water storage, water management, public recreation, and allied purposes, now or that may hereafter be conducted by Grantee, or to carry out the purposes and intents of the Statutes of the State of Florida relating to the South Florida Water Management District presently existing or that may be enacted in the future pertaining thereto, including, but not limited to, utilization of the Easement Parcel for access to and operation and maintenance of Grantee's Ten Mile Creek Project.

Notwithstanding anything contained herein to the contrary, Grantor and Grantee hereby acknowledge and agree that Grantee will have the right, in its sole and absolute discretion, to allow the use of this Easement and the Easement Parcel by the general public.

This Easement shall at no time be obstructed by any object which would prohibit access, ingress or egress, to and from any lands owned, controlled or used by Grantee or in any manner, interfere with the purposes of this Easement. Grantee shall have the right, but not the obligation, to improve the Easement Parcel, including but not limited to the right to construct, operate, maintain, repair, and replace a bridge improvement in connection with Ten Mile Creek, all as determined by Grantee in order to ensure the full enjoyment of the rights granted and conveyed by this Easement, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within Easement Parcel. Grantee will have no obligation with respect to maintenance of the Easement Parcel.

It is contemplated and agreed that Grantee may utilize contractors, subcontractors, Grantee's employees, employees of other governmental entities, as well as other persons and entities in connection with Grantee's exercise of the interests, rights, privileges, and powers conveyed and granted to Grantee under this Easement.

This Easement is appurtenant to and benefits that certain real property described in Exhibit "B" attached hereto and made a part hereof, those certain conservation easement interests pursuant to that certain Deed of Conservation Easement recorded in Official Records Book 2736, Page 1952, of the Public Records of St. Lucie County, Florida, and any and all other real property interests owned, controlled or used by the Grantee and/or the United States Army Corps of Engineers.

All terms, conditions and provisions of this Easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

TO HAVE AND TO HOLD this Easement, together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, to the use, benefit and behoof of the Grantee, its successors and assigns forever. And, Grantor hereby assigns to Grantee and this Easement serves as an assignment to Grantee of all right, title, ownership and interest in and to the easement rights reserved by Grantor for South Florida Water Management District contained in DEDICATION 1) of that certain Plat of Creekside Tracts recorded in Plat Book 124, Page 21, of the Public Records of St. Lucie County, Florida.

Grantor hereby covenants that it is lawfully seized of the Easement Parcel in fee simple; that it has good and lawful authority to convey this Easement; and that it hereby fully warrants and defends the title to the Easement hereby conveyed against the lawful claims of all persons whomsoever.

**[The remainder of this page intentionally left blank. Signatures on following page.]**

IN WITNESS WHEREOF, this Amended and Restated Perpetual Access Road Easement has been executed by the Grantor whose seal is affixed hereto, the day and year first above written.

**Grantor:**

Creekside Community Development District,  
an independent special taxing district

Signed, sealed, and delivered  
In the presence of:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Chairman

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #1 (print name)  
Address \_\_\_\_\_

(seal)

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
Witness #2 (print name)  
Address \_\_\_\_\_

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

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Chairman of Creekside Community Development District, an independent special taxing district, on behalf of the district, who is personally known to me.

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

\_\_\_\_\_  
Name typed, printed or stamped  
My commission expires: \_\_\_\_\_

EXHIBIT A

Tract RD-1, Creekside Tracts, according to the map or plat thereof, recorded in Plat Book 124, Page(s) 21-28, of the Public Records of St. Lucie County, Florida.

EXHIBIT B

**Exhibit "B"**  
**Tract No. GI 100-017**

A parcel of land lying in the Southwest quarter of Section 27, Township 35 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the South quarter corner of said Section 27, thence South 89°57'32" West, along the South line of said Section 27, a distance of 38.00 feet to the intersection with the West right-of-way line of Canal No. 93 (76 feet wide) as shown on the North St. Lucie River Water Control District Information Map, dated May 1991, and the POINT OF BEGINNING;

Thence South 87°57'32" West, along said South line of Section 27, a distance of 1283.33 feet to the Southwest corner of the East half of the Southwest quarter of said Section 27;

Thence North 00°30'37" West, along the West line of said East half of the Southwest quarter a distance of 997.64 feet to the intersection with the approximate Northerly edge of the "Ten-Mile Creek" tree line, as now existing and located;

Thence, generally following said approximate Northerly edge of the "Ten-Mile Creek" tree line, through the following courses:

North 88°34'48" East, a distance of 104.43 feet;

North 44°45'27" East, a distance of 339.50 feet;

North 82°01'30" East, a distance of 306.98 feet;

North 10°48'09" West, a distance of 90.57 feet;

South 84°36'54" East, a distance of 132.04 feet;

South 53°34'51" East, a distance of 104.68 feet;

South 65°03'23" East, a distance of 100.38 feet;

South 89°41'10" East, a distance of 72.20 feet;

North 67°36'38" East, a distance of 133.18 feet;

South 84°39'01" East, a distance of 113.63 feet;

Thence North 60°38'17" East, continuing along said tree line, a distance of 31.98 feet to the intersection with the aforesaid West right-of-way line of Canal No. 93;

Thence South 00°49'00" East, along said West right-of-way line, a distance of 1310.58 feet to the intersection with the aforesaid South line of Section 27 and the POINT OF BEGINNING.

TOGETHER WITH:

A parcel of land lying within the West half of Section 26, the East half of Section 27, the Northeast quarter of Section 34, and the Northwest quarter of Section 35, Township 35 South, Range 39 East, St. Lucie County, Florida. Said parcel of land being more particularly described as follows:

Commence at the South quarter corner of said Section 27, thence North 89°57'32" East along the South line of said Section 27, a distance of 38.00 feet to the intersection with the East right-of-way line of Canal No. 93, (76 feet wide) as shown on the North St.

Lucie River Water Control District Information Map, dated May 1991, and the POINT OF BEGINNING;

Thence North 00°05'33" East, along said East right-of-way line, a distance of 0.21 feet;  
Thence North 00°49'00" West, continuing along said East right-of-way line, being a line parallel with and 38.00 feet East of (as measured at right angles to) the West line of the East half of said Section 27, to the intersection with the approximate Northerly edge of the "Ten-Mile Creek" tree line, as now existing and located, a distance of 1352.74 feet;  
Thence, generally following said approximate Northerly edge of the "Ten-Mile Creek" tree line, through the following courses:  
North 60°38'17" East, a distance of 117.01 feet;  
North 41°40'21" East, a distance of 154.40 feet;  
North 66°23'44" East, a distance of 383.04 feet;  
North 71°02'30" East, a distance of 434.92 feet;  
Thence North 78°55'46" East, continuing along said approximate Northerly edge of the "Ten-Mile Creek" tree line, a distance of 244.88 feet to the intersection with a line parallel with and 50.00 feet West of (as measured at right angles to) the centerline of a 13 foot wide concrete bridge spanning said "Ten-Mile Creek";  
Thence North 00°56'41" West, along said line, a distance of 51.53 feet;  
Thence North 89°03'19" East, perpendicular to the preceding course and along a line parallel with and 50.00 feet North of (as measured at right angles to) the North edge of the aforesaid bridge, a distance of 100.00 feet;  
Thence South 00°56'41" East, perpendicular to the preceding course and along a line parallel with and 50.00 feet East of (as measured at right angles to) the aforesaid centerline of bridge, a distance of 118.74 feet to the intersection with the approximate centerline of the aforesaid main channel of "Ten-Mile Creek" as established by the South Florida Water Management District and shown on map titled: "Ten-Mile Creek Cross Sections", Drawing No. TMC-100, Sheet 1 of 7, dated 18 February 1998;  
Thence, generally following said approximate centerline of the main channel of "Ten-Mile Creek", through the following courses:  
North 72°53'13" East, a distance of 224.14 feet;  
North 31°27'25" East, a distance of 182.46 feet;  
North 38°12'17" East, a distance of 164.70 feet;  
North 47°30'25" East, a distance of 191.72 feet;  
North 24°44'45" East, a distance of 343.88 feet;  
North 72°56'07" East, a distance of 289.86 feet;  
Thence North 64°44'57" East, continuing along said approximate centerline of the main channel of "Ten-Mile Creek", a distance of 300.83 feet to the intersection with the East line of the aforesaid East half of Section 27, being also the West line of the aforesaid West half of Section 26;  
Thence North 01°25'29" West, along said West line of Section 26, a distance of 70.43 feet to the intersection with the approximate Southerly edge of an approximate 10 foot wide farm road lying North of the aforesaid "Ten-Mile Creek";  
Thence, generally following said approximate Southerly edge of a farm road, through the following courses:  
North 44°30'32" East, a distance of 55.73 feet;  
North 02°14'35" East, a distance of 29.17 feet;

North 29°10'24" West, a distance of 102.31 feet;  
North 51°00'19" West, a distance of 36.96 feet;  
North 80°32'09" West, a distance of 30.54 feet;  
South 87°25'07" West, a distance of 42.20 feet;  
South 76°40'24" West, a distance of 41.64 feet;  
South 52°13'22" West, a distance of 94.16 feet;  
South 58°05'45" West, a distance of 143.54 feet;  
South 87°51'47" West, a distance of 178.12 feet;  
North 79°01'57" West, a distance of 42.90 feet;  
North 65°24'32" West, a distance of 58.11 feet;  
North 56°22'17" West, a distance of 189.29 feet;  
North 38°18'17" West, a distance of 28.44 feet;  
North 22°12'18" West, a distance of 50.22 feet;  
North 09°01'50" West, a distance of 130.42 feet;  
North 02°19'37" East, a distance of 78.24 feet;  
North 04°07'04" East, a distance of 53.23 feet;  
North 38°42'51" East, a distance of 156.53 feet;  
North 51°52'07" East, a distance of 77.02 feet;  
North 58°34'12" East, a distance of 53.43 feet;  
North 69°22'57" East, a distance of 70.21 feet;  
North 89°26'42" East, a distance of 76.27 feet;  
North 15°16'12" East, a distance of 112.44 feet;  
North 37°46'44" East, a distance of 94.36 feet;  
North 57°16'14" East, a distance of 39.20 feet;  
South 88°46'18" East, a distance of 93.09 feet;  
South 53°30'16" East, a distance of 190.35 feet;  
North 86°37'30" East, a distance of 43.97 feet;  
South 52°08'24" East, a distance of 100.75 feet;  
South 72°00'01" East, a distance of 132.34 feet;  
South 83°19'20" East, a distance of 88.01 feet;  
North 75°32'07" East, a distance of 71.76 feet;  
North 23°43'31" West, a distance of 89.51 feet;  
North 01°00'12" East, a distance of 57.48 feet;  
North 24°04'05" East, a distance of 36.14 feet;  
North 57°15'08" East, a distance of 157.86 feet;  
North 37°07'16" East, a distance of 105.36 feet;  
North 02°11'21" East, a distance of 155.19 feet;  
North 83°24'17" West, a distance of 193.64 feet;  
North 00°31'06" East, a distance of 27.52 feet;  
North 88°39'50" East, a distance of 506.80 feet;  
North 87°11'51" East, a distance of 472.35 feet;  
South 77°03'51" East, a distance of 64.97 feet;  
North 66°06'47" East, a distance of 135.04 feet;  
South 87°06'16" East, a distance of 161.10 feet;  
South 73°32'28" East, a distance of 163.92 feet;  
South 76°54'12" East, a distance of 415.28 feet;

Thence South 75°14'11" East, continuing along said approximate Southerly edge of a farm road, a distance of 42.00 feet to the intersection with the West line of the East 475.5 feet of the East half of the Northwest quarter of aforesaid Section 26;

Thence continue South 75°14'11" East, departing said South line of road and begin following the approximate Northerly bank of the main channel of "Ten-Mile Creek", a distance of 341.02 feet;

Thence South 74°04'29" East, continuing along said approximate North bank of "Ten-Mile Creek", a distance of 118.12 feet to the intersection with the West right-of-way line of Canal 95 (67.00 feet wide), as shown on the aforesaid North St. Lucie River Water Control District Information Map;

Thence South 00°38'11" East along said right-of-way line, being a line parallel with and 33.50 feet West of (as measured at right angles) to the East line of the aforesaid West half of Section 26, a distance of 3924.30 feet to the intersection with the South line of said Section 26;

Thence North 89°39'14" East, along said South line of Section 26, being also the South right-of-way line of said Canal No. 95, a distance of 33.50 feet to the South quarter corner of said Section 26;

Thence, departing said Canal right-of-way line, bear South 00°11'08" East, along the East line of the aforesaid Northwest quarter of Section 35, a distance of 2581.47 feet to the intersection with the North right-of-way line of Canal 101 (98.00 feet wide), as shown on the aforesaid North St. Lucie River Water Control District Information Map;

Thence South 89°45'23" West, along said North right-of-way line, being a line parallel with and 49.00 feet North of (as measured at right angles to) the South line of the aforesaid Northwest quarter of Section 35, a distance of 2667.20 feet to the intersection with the West line of said Section 35;

Thence North 00°01'15" East, along said West line of Section 35 and continuing along said Canal 95 right-of-way line, a distance of 13.93 feet;

Thence South 89°53'33" West, departing said West line of Section 35, entering into aforesaid Section 34 and continuing along said North right-of-way line of Canal No. 101, being a line parallel with and 63.00 feet North of (as measured at right angles to) the South line of the aforesaid Northeast quarter of Section 34, a distance of 2607.88 feet to the intersection with the aforesaid East right-of-way line of Canal No. 93;

Thence North 00°05'33" East, along said East right-of-way line of Canal No. 93, being a line parallel with and 38.00 feet East of (as measured at right angles to) the West line of the aforesaid Northeast quarter of Section 34, a distance of 2565.84 feet to the POINT OF BEGINNING.

Containing 725.96 acres, more or less.

LESS

A parcel of land lying in Section 26, Township 35 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 26; Thence South 01°25'29" East, a distance of 1374.42 feet; Thence North 88°39'50" East, a distance of 311.97 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue North 88°39'50" East a distance of 257.88 feet to the intersection with a non tangent curve concave to the Northwest, having a radius of 325.00 feet, the chord of which bears South 30°22'26" West; Thence Southwesterly along the arc of said curve, a distance of 20.37 feet through a central angle of 03°35'29" to the intersection with a non tangent curve concave to the Northwest, having a radius of 275.00 feet, the chord of which bears South 38°10'37" West; Thence Southwesterly along the arc of said curve, a distance of 92.15 feet through a central angle of 19°11'56" thence North 02°11'21" East a distance of 33.93 feet; Thence North 83°24'17" West a distance of 193.64 feet; Thence North 00°31'06" East a distance of 27.52 feet to the POINT OF BEGINNING.

Containing 0.254 acres, more or less.

Containing a total of 725.71 acres, more or less.

Ten Mile Crk\SPWMD

R:\Legals\ten mile crk\100-017.lgl  
October 18, 2006



- 5 -

**Creekside**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Fiscal Year 2026**  
**Check Register**

**10/01/25 - 12/31/25**

<i>Date</i>	<i>check #'s</i>		<i>Amount</i>
10/1 - 10/31	567 - 573	\$	28,439.28
11/1 - 11/30	574 - 575		4,146.97
12/1 - 12/31	576 - 581		14,842.07
<b>TOTAL</b>		<b>\$</b>	<b>47,428.32</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/13/25	00002	9/15/25 251	202510 310-51300-31400	ASSESSMENT ROLL CERT FY26	*	2,000.00	
				GOVERNMENTAL MANAGEMENT SERVICES -			2,000.00 000567
10/13/25	00002	10/01/25 252	202510 310-51300-34000	OCT 25 - MGMT FEES	*	3,166.67	
		10/01/25 252	202510 310-51300-31300	OCT 25 - DISSEMINATION	*	218.75	
		10/01/25 252	202510 310-51300-35110	OCT 25 - WEBSITE ADMIN	*	125.00	
		10/01/25 252	202510 310-51300-42000	OCT 25 - POSTAGE	*	2.22	
				GOVERNMENTAL MANAGEMENT SERVICES -			3,512.64 000568
10/13/25	00033	10/06/25 3638336	202508 310-51300-31500	AUG 25 - GENERAL COUNSEL	*	11,068.01	
				KUTAK ROCK LLP			11,068.01 000569
10/27/25	00032	10/01/25 92936	202510 310-51300-54000	FY2026 DISTRICT FEES	*	175.00	
				FLORIDACOMMERCE			175.00 000570
10/27/25	00031	9/30/25 7353209	202509 310-51300-48000	NOTICE OF MEETINGS	*	225.48	
				GANNETT FLORIDA LOCALIQ			225.48 000571
10/27/25	00034	9/30/25 24701000	202509 310-51300-31100	ENG SVCS THRU 9/30/2025	*	725.00	
				KIMLEY-HORN AND ASSOCIATES, INC.			725.00 000572
10/27/25	00033	5/24/25 3568385	202504 310-51300-31500	APR 25 - VALIDATION	*	808.50	
		6/23/25 3582884	202505 310-51300-31500	MAY 25 - VALIDATION	*	3,081.00	
		7/23/25 3597688	202506 310-51300-31500	JUN 25 - VALIDATION	*	1,312.12	
		10/24/25 3642371	202509 310-51300-31500	SEP 25 - GENERAL COUNSEL	*	5,364.10	
		10/24/25 3642373	202509 310-51300-31500	SEP 25 - VALIDATION	*	167.43	
				KUTAK ROCK LLP			10,733.15 000573
11/06/25	00002	11/01/25 254	202511 310-51300-34000	NOV 25 - MGMT FEES	*	3,166.67	
		11/01/25 254	202511 310-51300-31300	NOV 25 - DISSEMINATION	*	218.75	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/01/25		254	202511 310-51300-35110	NOV 25					WEBSITE ADMIN	*	125.00		
11/01/25		254	202511 310-51300-42000	NOV 25					POSTAGE	*	.74		
GOVERNMENTAL MANAGEMENT SERVICES -											3,511.16	000574	
11/06/25	00017	11/06/25	2327-333 202511 310-51300-49100						2025 PROPERTY TAX	*	569.33		
11/06/25		2333-111	202511 310-51300-49100						2025 PROPERTY TAX	*	24.00		
11/06/25		2334-600	202511 310-51300-49100						2025 PROPERTY TAX	*	42.48		
ST LUCIE COUNTY TAX COLLECTOR											635.81	000575	
12/04/25	00019	12/02/25	12022025 202512 300-20700-10200						TXFER OF TAX RECEIPTS	*	2,121.62		
CREEKSIDE CDD C/O US BANK											2,121.62	000576	
12/04/25	00031	11/30/25	7454515 202511 310-51300-48000						NOTICE OF MEETING	*	96.08		
GANNETT FLORIDA LOCALIQ											96.08	000577	
12/04/25	00002	12/01/25	255 202512 310-51300-34000	DEC 25					MGMT FEES	*	3,166.67		
12/01/25		255	202512 310-51300-31300	DEC 25					DISSEMINATION	*	218.75		
12/01/25		255	202512 310-51300-35110	DEC 25					WEBSITE ADMIN	*	125.00		
12/01/25		255	202512 310-51300-42000	DEC 25					POSTAGE	*	3.70		
GOVERNMENTAL MANAGEMENT SERVICES -											3,514.12	000578	
12/04/25	00034	10/31/25	33991602 202510 310-51300-31100						ENG SVCS THRU 10/31/2025	*	1,587.50		
KIMLEY-HORN AND ASSOCIATES, INC.											1,587.50	000579	
12/04/25	00033	11/25/25	3658387 202510 310-51300-31500						OCT 25 - GENERAL COUNSEL	*	4,330.50		
KUTAK ROCK LLP											4,330.50	000580	
12/10/25	00021	12/01/25	INV-1367 202512 310-51300-49111						2025 TRIM NOTICE	*	3,192.25		
MICHELLE FRANKLIN, CFA											3,192.25	000581	
TOTAL FOR BANK A											47,428.32		
CRKS CREEKSIDE									SRINKUS				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						47,428.32	

CRKS CREEKSIDE SRINKUS

***Creekside***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2025***



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2 General Fund

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4 Month to Month

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**Creekside**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2025**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 343,339	\$ -	\$ 343,339
Due from Developer	-	-	-
Due from General Fund	-	192,020	192,020
<u>Investments:</u>			
State Board of Administration (SBA)	409,972	-	409,972
<b>Series 2006</b>			
Reserve	-	201,716	201,716
Revenue	-	989,135	989,135
Prepayment	-	20	20
Redemption	-	7	7
<b>Total Assets</b>	<b>\$ 753,311</b>	<b>\$ 1,382,899</b>	<b>\$ 2,136,210</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 11,702	\$ -	\$ 11,702
Unavailable Revenue	-	-	-
Due to Debt Service	192,020	-	192,020
Due to Other Bondholder	-	1,436,240	1,436,240
<b>Total Liabilities</b>	<b>\$ 203,722</b>	<b>\$ 1,436,240</b>	<b>\$ 1,639,962</b>
<b>Fund Balance:</b>			
Restricted for:			
Debt Service	\$ -	\$ (53,341)	\$ (53,341)
Unassigned	549,589	-	549,589
<b>Total Fund Balances</b>	<b>\$ 549,589</b>	<b>\$ (53,341)</b>	<b>\$ 496,248</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 753,311</b>	<b>\$ 1,382,899</b>	<b>\$ 2,136,210</b>

**Creekside**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2025**

	Adopted Budget	Prorated Budget Thru 12/31/25	Actual Thru 12/31/25	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 97,985	\$ 97,054	\$ 97,054	\$ -
Interest Income	9,000	2,250	4,248	1,998
<b>Total Revenues</b>	<b>\$ 106,985</b>	<b>\$ 99,304</b>	<b>\$ 101,302</b>	<b>\$ 1,998</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Engineering	\$ 6,000	\$ 1,500	\$ 2,188	\$ (688)
Attorney Fees	30,000	7,500	14,641	(7,141)
Annual Audit	4,500	-	-	-
Assessment Administration	2,000	2,000	2,000	-
Arbitrage Rebate	600	600	600	-
Dissemination Agent	2,625	656	656	-
Management Fees	38,000	9,500	9,500	-
Property Appraiser	3,000	3,192	3,192	-
Website Maintenance	1,500	375	375	-
Telephone	25	6	-	6
Postage & Delivery	100	25	7	18
Insurance General Liability	8,921	8,921	7,934	987
Printing & Binding	250	63	-	63
Legal Advertising	1,000	250	288	(38)
Other Current Charges	900	225	26	199
Property Taxes	2,250	2,250	636	1,614
Office Supplies	70	18	-	18
Dues, Licenses & Subscriptions	175	175	175	-
1st Qrt Operating Reserves	13,000	3,250	-	3,250
Contingency	5,000	1,250	-	1,250
<b>Total Expenditures</b>	<b>\$ 119,916</b>	<b>\$ 41,756</b>	<b>\$ 42,218</b>	<b>\$ (462)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (12,931)</b>	<b>\$ 57,548</b>	<b>\$ 59,085</b>	<b>\$ 1,537</b>
<b>Net Change in Fund Balance</b>	<b>\$ (12,931)</b>	<b>\$ 57,548</b>	<b>\$ 59,085</b>	<b>\$ 1,537</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 490,505</b>	
<b>Fund Balance - Ending</b>	<b>\$ (12,931)</b>		<b>\$ 549,589</b>	

# Creekside

## Community Development District

### Debt Service Fund Series 2006

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/25	Thru 12/31/25	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 195,656	\$ 193,797	\$ 193,797	\$ -
Interest Income	-	-	11,567	11,567
<b>Total Revenues</b>	<b>\$ 195,656</b>	<b>\$ 193,797</b>	<b>\$ 205,364</b>	<b>\$ 11,567</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 96,200	\$ 96,200	\$ 139,620	\$ (43,420)
Principal - 5/1	205,000	-	-	-
Interest - 5/1	96,200	-	-	-
Other Debt Service Costs	-	-	16,561	(16,561)
<b>Total Expenditures</b>	<b>\$ 397,400</b>	<b>\$ 96,200</b>	<b>\$ 156,181</b>	<b>\$ (59,981)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (201,744)</b>	<b>\$ 97,597</b>	<b>\$ 49,183</b>	<b>\$ (48,414)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (201,744)</b>	<b>\$ 97,597</b>	<b>\$ 49,183</b>	<b>\$ (48,414)</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (102,524)</b>	
<b>Fund Balance - Ending</b>	<b>\$ (201,744)</b>		<b>\$ (53,341)</b>	

**Creekside**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Special Assessments - Tax Roll	\$ -	\$ 2,532	\$ 94,522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,054
Interest Income	1,477	1,388	1,383	-	-	-	-	-	-	-	-	-	4,248
<b>Total Revenues</b>	<b>\$ 1,477</b>	<b>\$ 3,920</b>	<b>\$ 95,905</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 101,302</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Engineering	\$ 1,588	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,188
Attorney Fees	4,331	3,810	6,501	-	-	-	-	-	-	-	-	-	14,641
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Arbitrage Rebate	-	-	600	-	-	-	-	-	-	-	-	-	600
Dissemination Agent	219	219	219	-	-	-	-	-	-	-	-	-	656
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,167	3,167	3,167	-	-	-	-	-	-	-	-	-	9,500
Property Appraiser	-	-	3,192	-	-	-	-	-	-	-	-	-	3,192
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-
Website Maintenance	125	125	125	-	-	-	-	-	-	-	-	-	375
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	2	1	4	-	-	-	-	-	-	-	-	-	7
Insurance General Liability	7,934	-	-	-	-	-	-	-	-	-	-	-	7,934
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	-	96	192	-	-	-	-	-	-	-	-	-	288
Other Current Charges	-	-	26	-	-	-	-	-	-	-	-	-	26
Property Taxes	-	636	-	-	-	-	-	-	-	-	-	-	636
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
1st Qrt Operating Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total General &amp; Administrative</b>	<b>\$ 19,540</b>	<b>\$ 8,053</b>	<b>\$ 14,625</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,218</b>
<b>Total Expenditures</b>	<b>\$ 19,540</b>	<b>\$ 8,053</b>	<b>\$ 14,625</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,218</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (18,062)</b>	<b>\$ (4,133)</b>	<b>\$ 81,280</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 59,085</b>
<b>Net Change in Fund Balance</b>	<b>\$ (18,062)</b>	<b>\$ (4,133)</b>	<b>\$ 81,280</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 59,085</b>

**Creekside**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts - St. Lucie County**  
**Fiscal Year 2026**

Gross Assessments \$ 106,505.50 \$ 212,669.64 \$ 319,175.14  
 Net Assessments \$ 100,115.17 \$ 199,909.46 \$ 300,024.63

**ON ROLL ASSESSMENTS**

allocation in % 33.37% 66.63% 100.00%

Date	Distribution	Gross Amount	Discount/ Penalty	Commission	Interest	Net Receipts	2006		Total
							O&M Portion	Debt Service	
11/17/25	11/1-11/6/25	\$ 672.00	\$ 26.88	\$ 12.90	\$ -	\$ 632.22	\$ 210.97	\$ 421.25	\$ 632.22
11/21/25	11/7-11/13/25	7,392.00	295.68	141.93	-	6,954.39	2,320.61	4,633.78	6,954.39
12/02/25	11/14-11/20/25	2,834.63	113.38	54.42	-	2,666.83	889.89	1,776.94	2,666.83
12/08/25	11/21-11/27/25	151,872.00	6,074.88	2,915.94	-	142,881.18	47,678.00	95,203.18	142,881.18
12/12/25	11/28-12/4/25	145,702.43	5,828.00	2,797.49	-	137,076.94	45,741.18	91,335.76	137,076.94
12/31/25	12/12-12/18/25	672.00	20.16	13.04	-	638.80	213.16	425.64	638.80
<b>TOTAL</b>		<b>\$ 309,145.06</b>	<b>\$ 12,358.98</b>	<b>\$ 5,935.72</b>	<b>\$ -</b>	<b>\$ 290,850.36</b>	<b>\$ 97,053.81</b>	<b>\$ 193,796.55</b>	<b>\$ 290,850.36</b>

<b>96.86%</b>	<b>Percent Collected</b>
<b>\$ 10,030.08</b>	<b>Balance Remaining to Collect</b>

**Creekside**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2006, Special Assessment Revenue Bonds</b>	
Interest Rate:	5.20%
Maturity Date:	5/1/2038
Reserve Fund Definition	6.748% of the initial principl amount fo the Bonds
Reserve Fund Requirement	\$704,840
Reserve Fund Balance	201,716
Original Bond Issue - 12/21/2006	\$10,445,000
Less: Principal Payment - 5/1/2009	(\$150,000)
Less: Principal Payment - 2/4/2014	(\$4,825,000)
Less: Principal Payment - 3/18/14 (DWAC)	(\$100,000)
Less: Principal Payment - 1/29/2025	(\$500,000)
<b>Current Bonds Outstanding</b>	<b>\$4,870,000</b>