

*Peace Creek  
Community Development District*

*Meeting Agenda*

*March 11, 2025*

# AGENDA

# *Peace Creek*

## *Community Development District*

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

March 4, 2025

### **Board of Supervisors Meeting Peace Creek Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Peace Creek Community Development District** will be held on **Tuesday, March 11, 2025, at 10:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850.**

**Zoom Video Link:** <https://us06web.zoom.us/j/87696794149>

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

**Meeting ID:** 876 9679 4149

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes)
3. Approval of Minutes of the February 11, 2025 Board of Supervisors Meeting
4. Consideration of Assignment of Contract Documents for Peace Creek Townhomes
5. Consideration of Resolution 2025-08 Ratifying the Series 2025 Bonds
6. Consideration of Amended and Restated Disclosure of Public Financing
7. Ratification of Notice of Lien of Special Assessments
8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
  - E. Project Development Update
    - i. Status of Property Conveyance
    - ii. Status of Permit Transfers
    - iii. Status of Construction Funds & Requisitions
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

# MINUTES

**MINUTES OF MEETING  
PEACE CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Peace Creek Community Development District was held on Tuesday, **February 11, 2025** at 10:46 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida and via Zoom Webinar.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin <i>by Zoom</i>	Vice Chairman
Carrie Dazzo	Assistant Secretary
Kayla Word	Assistant Secretary

Also, present were:

Tricia Adams	District Manager, GMS
Monica Virgen	District Manager, GMS
Grace Rinaldi	District Counsel, Kilinski Van Wyk
Allen Bailey	Field Services Manager, GMS
Bryan Hunter <i>by Zoom</i>	District Engineer, Hunter Engineering

*The following is a summary of the discussions and actions taken at the February 11, 2025 Peace Creek Community Development District's regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order at 10:46 a.m. Three Supervisors were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Adams stated there were no members of the public present and none joining via Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the December 10, 2024  
Board of Supervisors Meeting**

Ms. Adams presented the minutes from the December 10, 2024 Board of Supervisors meeting and she asked for any comments, changes, or corrections. There being none she asked for a motion of approval.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Minutes of December 10, 2024 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Public Hearing**

**A. Public Hearing on the Adoption of Rules Relating to Overnight Parking and Parking Enforcement for the District**

Ms. Adams asked for a motion to open the public hearing.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, Opening the Public Hearing, was approved.

Ms. Adams stated that there were no members of the public present for the public hearing and none attending via Zoom. Ms. Adams asked for a motion to close the public hearing.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, Closing the Public Hearing, was approved.

**i. Consideration of Resolution 2025-06 Adopting Rules Relating to Overnight Parking and Parking Enforcement for the District**

Ms. Adams presented the resolution to the Board which are rules related to overnight parking and parking enforcement on District roadways. Adopting this resolution adopts the parking rules which are attached and presented in the agenda package. Ms. Adams reviewed the main points of the parking enforcements for the Board and asked for any questions.

Mr. Morgan asked to add a restriction of parking in the firetruck turn-around at all times. She noted that District Counsel prepared the form of parking rules based on best practices from other districts in Central Florida as well as based on feedback from residents who have been in communication with District management staff.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, Resolution 2025-06 Adopting Rules Relating to Overnight Parking and Parking Enforcement for the District, was approved.

Ms. Adams added that the adoption of these rules also authorizes the District manager to enter into a form of enforcement agreement with a local service provider in accordance with Florida statute and staff will identify a towing service company and bring back an agreement for Board ratification. They will follow all due diligence that include signage and communication with residents to let them know the changes that have been made.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-07  
Appointing an Assistant Secretary (Tricia Adams)**

Ms. Adams presented the resolution to the Board that appoints her as the Assistant Secretary to the District for the purposes of attesting the Chairman’s signature and the processing of District records. There being no questions on this item, there was a motion of approval.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, Resolution 2025-07 Appointing an Assistant Secretary (Tricia Adams), was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser**

Ms. Adams noted that this is an annual agreement, and this particular Board was presented this information at two other meetings and there was a quick motion of approval.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of 2025 Contact Agreement with Polk County Property Appraiser**

Mr. Adams noted that this will add the CDD fees in the no-ad valorem section of the property tax bill.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, the 2025 Contact Agreement with Polk County Property Appraiser, was approved.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Rinaldi had nothing to report to the Board and offered to answer any Board questions.

**B. Engineer**

Mr. Hunter had nothing to report to the Board.

**C. Field Manager’s Report**

Mr. Bailey presented the Field Manager’s report and summarized completed and ongoing projects to the Board.

**i. Consideration of Proposal to Add Solar Lights to the Mailbox Area in Phase 3**

Mr. Bailey presented a proposal for lights at the Phase 3 mailboxes totaling \$680 for cost and installation.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Proposal to Add Solar Lights to the Mailbox Area in Phase 3, was approved.

**ii. Consideration of Proposal for Janitorial Trash Collection Services for One (1) Trash Receptacle at Phase 3 Mailboxes**

Mr. Bailey stated that the trash removal can be added to the current janitorial contract, or they can remove the trash can. It is advised for the trash can to be removed from mail areas because they typically have more problems than benefits. Board direction is to have the trash cans removed; no motion was necessary.

**D. District Manager’s Report**

**i. Approval of the Check Register**



Ms. Adams presented the check register to the Board from November 1, 2024 through January 31, 2025 totaling \$872,348.45. She offered to answer any Board questions and noted that a majority of the expenses is comprised of the transfer of tax receipts to the trustee.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, the Check Register, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Adams presented the balance sheet and income statement to the Board and noted that they are currently under budget with expenses for administrative, field, and amenity services. This is for Board information and no action was required.

**E. Project Development Update**

**i. Status of Property Conveyance**

**ii. Status of Permit Transfers**

**iii. Status of Construction Funds & Requisitions**

Ms. Adams noted that there are no current updates for property conveyances, permit transfers, or construction funds and requisitions at this time and the next item followed.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**TENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being no comments, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Proposal for Hydraulic Pool Lift for ADA Requirements at the Amenity Pool – ADDED**

Mr. Bailey presented the proposal to the Board to repair the current lift totaling \$2,295. Board discussion followed discussing misuse of chairlift and wear and tear of this item. Ms. Adams noted that there is a resident who utilizes this chair, and this item is of great concern to them. Staff will look into a warranty on this product. Board also asked for correspondence to be sent regarding

the misuse of the chair. In the future, the Board will look into replacing the electric chair with a water powered lift.

On MOTION by Mr. Morgan, seconded by Ms. Dazzo, with all in favor, the Proposal for Hydraulic Pool Lift Repair, was approved.

**ELEVENTH ORDER OF BUSINESS                      Adjournment**

Ms. Adams asked for a motion to adjourn the meeting.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the meeting was adjourned.

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

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

# SECTION IV

**DEVELOPER’S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT**

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

BEFORE ME, the undersigned, personally appeared Harold R. Baxter, as Manager of 653TH, LLC (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, Harold R. Baxter, as Manager for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Peace Creek Community Development District (“**District**”) to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement (“**Contractor Agreement**”) between Developer and Tucker Paving, Inc. (“**Contractor**”), dated February 14, 2025, including all change orders approved to date, and attached hereto as **Exhibit A**, either
  - a.   **X**   was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
  - b. \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

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

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

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

(vi) Developer

- a.   X   represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or
- b. \_\_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

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

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**653TH, LLC**

By: Center State Development 2, LLC, its Manager

By: HRB Land Investments, LLC, its Manager

By: \_\_\_\_\_  
Name: Harold R. Baxter

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by Harold R. Baxter, as Manager of 653TH, LLC, who [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT**

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

- (i) The agreement between 653TH, LLC and Contractor dated February 14, 2025 ("**Contractor Agreement**") has been assigned to the Peace Creek Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a. \_\_\_\_ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. **X** Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**Tucker Paving, Inc.,**  
a Florida corporation

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

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

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Tucker Paving, Inc., who [] is personally known to me or [] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)  
PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT**

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

**2. DEMAND NOTE AGREEMENT; NO LIEN RIGHTS.** In lieu of a payment and performance bond, the Developer has agreed to furnish a demand note agreement pursuant to Section 255.05(7), *Florida Statutes*. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the same.

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

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

**5. INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. Contractor’s obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall



be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

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

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

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

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

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

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

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

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

[CONTINUED ON NEXT PAGE]

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

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

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

**PEACE CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Adam Morgan  
Its: Chairperson, Board of Supervisors

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Discrimination Statement
- Exhibit E:** Anti-Human Trafficking Affidavit

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

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

1. This sworn statement is submitted to Tucker's Paving, Inc. by \_\_\_\_\_  
\_\_\_\_\_(print individual's name and title) for Peace Creek Community Development District  
(print name of entity submitting sworn statement)\_whose business address is c/o Governmental Management Services  
– Central Florida, 219 East Livingston Street, Orlando, FL 32801.
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with 653TH, LLC, to the Peace Creek Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
4. The entity will immediately notify the Peace Creek Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

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

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

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Tucker Paving, Inc., a Florida corporation.

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

(SEAL)

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

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

1. This sworn statement is submitted to Peace Creek Community Development District.
2. I, \_\_\_\_\_, am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for Tucker Paving, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_

- 
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of Tucker Paving, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did  or did not  take the oath.

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





**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Contractor: **Tucker Paving, Inc.**

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of Tucker Paving, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

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

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

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

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

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

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

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

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of Tucker Paving, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Contractor: **Tucker Paving, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_, 2025

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of Tucker Paving, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

## **DEMAND NOTE AGREEMENT**

**WHEREAS**, on or around \_\_\_\_\_, 2025, the **Peace Creek Community Development District** (the “District” or “Owner”) accepted assignment of a construction contract with **Tucker Paving, Inc.**, a Florida corporation (“Principal”), for construction services, a copy of which is attached hereto as **Exhibit “A”** (the “Contract”); and

**WHEREAS**, Section 255.05(7), *Florida Statutes*, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

**WHEREAS**, Section 255.05(7), *Florida Statutes*, in *pari materia* with 625.317, *Florida Statutes* (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), *Florida Statutes*; and

**WHEREAS**, Section 255.05(7), *Florida Statutes*, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

**WHEREAS**, the landowner, **653TH, LLC** (“Guarantor”) desires to provide this instrument (“Demand Note”) to obviate the need for the Principal to incur the expense of a standard public construction bond; and

**WHEREAS**, Guarantor is a solvent company organized as required by Section 255.05(7), *Florida Statutes*; and

**WHEREAS**, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), *Florida Statutes*, in all respects.

**NOW, THEREFORE**, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

### **Section I**

**BY THIS INSTRUMENT**, we, Principal and Guarantor, are bound to Owner, in the sum of up to **\$2,324,276.77** (“Remaining Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), *Florida*

*Statutes*, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract do not affect Guarantor's obligation under this Demand Note.

**THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, *FLORIDA STATUTES*, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.**

### **Section II**

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), *Florida Statutes*, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

### **Section III**

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), *Florida Statutes*, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), *Florida Statutes*, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section

255.05, *Florida Statutes*, which cost Principal may recover from the District through a change order to the Contract.

**Section IV**

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**Section V**

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

**Section VI**

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

- |           |                         |  |
|-----------|-------------------------|--|
| <b>A.</b> | <b>If to District:</b>  | Peace Creek Community Development District<br>c/o Governmental Management Services – CF, LLC<br>219 East Livingston Street<br>Orlando, Florida 32801<br>Attn: District Manager |
|           | <b>With a copy to:</b>  | Kilinski   Van Wyk PLLC<br>517 East College Avenue<br>Tallahassee, Florida 32301<br>Attn: Jennifer Kilinski, District Counsel  |
| <b>B.</b> | <b>If to Guarantor:</b> | 653TH, LLC<br>4900 Dundee Road<br>Winter Haven, Florida 33884<br>Attn: Harold R. Baxter  |

**C. If to Principal:**

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

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications 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 Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification 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 Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**Section VII**

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section VIII**

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.



### **Section IX**

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

### **Section X**

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

### **Section XI**

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

**Peace Creek  
Community Development District**

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

By: \_\_\_\_\_  
Adam Morgan, Chairperson

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 2025, by Adam Morgan, as the Chairperson of the Peace Creek Community Development District, on behalf of the District. He  is personally known to me or  produced \_\_\_\_\_ as identification.

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

{Notary Seal}

Signed, sealed and delivered  
in the presence of:

**653TH, LLC,**  
a Florida limited liability company

By: Center State Development 2, LLC, its  
Manager

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

By: HRB Land Investments, LLC, its  
Manager

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

By: \_\_\_\_\_  
Name: Harold R. Baxter  
Its: Manager

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

The foregoing was sworn to and subscribed before me by means of  physical presence  
or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 2025, by Harold R. Baxter, on behalf  
of 653TH, LLC, a Florida limited liability company. He  is personally known to me or   
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**Tucker Paving, Inc.,**  
a Florida corporation

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

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

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

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

The foregoing was sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, on behalf of Tucker Paving, Inc. He  is personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A: Contract**

**EXHIBIT A**

*[contract to be attached]*

# SECTION V

**RESOLUTION 2025-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$2,510,000 PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2025 (ASSESSMENT AREA TWO); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Peace Creek Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located entirely within the City of Winter Haven, Florida; and

**WHEREAS**, the District previously adopted Resolution No. 2022-34 and Resolution No. 2023-04 on March 29, 2022 and December 10, 2024, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of \$2,510,000 Peace Creek Community Development District Special Assessment Bonds, Series 2025 (Assessment Area Two) (the “**Series 2025 Bonds**”), for the purpose of financing a portion of the acquisition and/or construction of the District’s “2025 Project”; and

**WHEREAS**, the District closed on the issuance of the Series 2025 Bonds on March 4, 2025; and

**WHEREAS**, as prerequisites to the issuance of the Series 2025 Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Assessment Consultant, District Counsel and Bond Counsel (together, the “**District Staff**”) were required to execute and deliver various documents (together, the “**Closing Documents**”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2025 Bonds.

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

**SECTION 1.** The issuance of the Series 2025 Bonds, the adoption of resolutions relating to such Bonds, and all actions taken in the furtherance of the closing on such Series 2025 Bonds,

are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

**SECTION 2.** The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

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

**PASSED AND ADOPTED** this 11th day of March 2025.

ATTEST:

**PEACE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary

---

Chairperson, Board of Supervisors



# SECTION VI

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

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

(This space reserved for Clerk)

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**AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND  
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT<sup>1</sup>**

**Board of Supervisors<sup>2</sup>  
Peace Creek Community Development District**

**Adam Morgan**  
Chairman

**Rob Bonin**  
Vice Chairman

**Steve Greene**  
Assistant Secretary

**Carrie Dazzo**  
Assistant Secretary

**Kayla Word**  
Assistant Secretary

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

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

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<sup>1</sup> This amends, supplements, and restates the Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Peace Creek Community Development District, recorded in the Official Records Book 13125, Page 0254-0264, inclusive, of the Public Records of Polk County, Florida.

<sup>2</sup> This list reflects the composition of the Board of Supervisors as of March 4, 2025. For a current list of Board Members, please contact the District Manager’s Office.

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**AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN  
BY THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT**

**INTRODUCTION**

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

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

The was established by Ordinance No. O-22-15, enacted by the City Commission of the City of Winter Haven, Florida, which became effective on February 28, 2022, as amended by Ordinance No. O-22-36, which became effective on June 13, 2022. The District encompasses approximately 168.55 of land, more or less, generally located on the east side of County Road 653 approximately 2.65 miles south of Eloise Loop Road within the City of Winter Haven, Florida (the “**City**”). The development plan for the lands within the District includes approximately 553 single-family residential units and 120 townhome residential units to be constructed in phases. As a local unit of special-purpose government, the District provides an alternate means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

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

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

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

The District is authorized by the Act to, amongst other things, finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures in one or more stages, within and without the boundaries of the District.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes and/or other specific financing mechanisms payable from such special assessments. On June 27, 2022, the Tenth Judicial Circuit of Florida, in and for Polk County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$28,000,000 in Special Assessment Bonds, in one or more series, for infrastructure needs of the District ("**Final Judgment**"). The Tenth Judicial Circuit of Florida, in and for Polk County, Florida, entered a Certificate of No Appeal on July 29, 2022, certifying that no notice of appeal has been filed or taken by any party or other person from the Final Judgment.

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

In 2022, the District authorized the construction and/or financing of its master capital improvement plan ("**CIP**"). The CIP includes, among other things, stormwater management facilities, roadways, water and wastewater facilities, offsite improvements, amenities and parks, electric and lighting, entry features, landscaping and irrigation, and soft costs. The CIP is estimated to cost approximately \$22,547,040 and is described in more detail in the *Peace Creek Community Development District Report of District Engineer*, dated March 9, 2022, as amended by the *Amended and Restated Engineer's Report for Capital Improvements*, dated April 14, 2022 (together, the "**Master Engineer's Report**").

The District anticipates financing all or a portion of the CIP by the issuance of one or more series of future special assessment bonds ("**Master Bonds**"). To secure the repayment of such Master Bonds, the District has levied and imposed one or more non-ad valorem debt service special assessment liens ("**Master Assessments**") on certain benefitted lands within the District. The Master Assessments are further described in the *Master Assessment Methodology for Peace Creek Community Development District*, dated March 9, 2022, as amended by that certain *Amended and Restated Master Assessment Methodology for Peace Creek Community Development District*, date April 26, 2022 (together, the "**Master Assessment Report**"). A notice of the master assessment lien imposed consistent with the Master Assessment Methodology has been recorded in the Official Records of Polk County. The Master Assessment Report and the reports that supplement it are designed to conform to the requirements of Chapters 170, 190, and 197, *Florida Statutes*, are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

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

**2023 Project/2023 Bonds**

The District authorized the construction and/or acquisition of its “**2023 Project,**” as the first phase of its CIP. On April 18, 2023, the District issued its \$12,065,000 Peace Creek Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One) (“**2023 Bonds**”), for the purpose of financing a portion of the 2023 Project as defined in the financing documents related to such bond series. The amortization schedules for the 2023 Bonds are available at the District Manager’s Office. The 2023 Project is anticipated to cost \$18,755,500 and is described in the Master Engineer’s Report. The 2023 Project includes construction and improvements related to the single-family residential units. The area encompassed by the 2023 Project is anticipated to contain a total of 553 single-family residential units, all as more specifically described in the Master Engineer’s Report.

The 2023 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (“**Series 2023 Assessments**”) on all lands within the approximately 154.05 acres comprising “**Assessment Area One,**” as described in **Exhibit A** hereto. The Series 2023 Assessments are further described in the *First Supplemental Assessment Methodology for Assessment Area One*, dated March 28, 2023 (“**First Supplemental Assessment Report**”). The Series 2023 Assessments are collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager’s Office.

The Series 2023 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager’s Office.

The allocation of the Series 2023 Assessments is provided below:

<b>Series 2023 Assessments</b>			
<b>Product Type</b>	<b>No. of Units</b>	<b>Annual Series 2023 Bond Assessment per Unit*</b>	<b>Total Series 2023 Bond Assessment Per Unit</b>
Singe Family – 40’	313	\$1,559.07	\$21,817
Single Family – 50’	240	\$1,559.07	\$21,817

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

**2025 Project/2025 Bonds**

The District has authorized the construction and/or acquisition of its “**2025 Project,**” as the next phase of its CIP. On March 4, 2025, the District issued its \$2,510,000 Peace Creek Community Development District Special Assessment Bonds, Series 2025 (Assessment Area Two) (“**2025 Bonds**”), for the purpose of financing a portion of the 2025 Project. The amortization schedules for the 2025 Bonds are available at the District Manager’s Office. The 2025 Project is anticipated to cost \$3,791,540 and is described in the *Supplemental Engineer’s Report for Assessment Area Two Bonds*, dated December 10, 2024 (“**Supplemental Engineer’s Report**”). The 2025 Project includes construction and improvements related to Assessment Area Two, which includes 120 townhomes as further described in the Supplemental Engineer’s Report.

The 2025 Bonds are secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments (“**Series 2025 Assessments**”) on all lands within the approximately 14.50 acres comprising “**Assessment Area Two,**” as described in **Exhibit A** hereto. The Series 2025 Assessments are further described in the *Second Supplemental Assessment Methodology for Assessment Area Two*, dated February 19, 2025 (“**Second Supplemental Assessment Report**”). It is anticipated that the Series 2025 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager’s Office.

The Series 2025 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager’s Office.

The allocation of the Series 2025 Assessments is provided below:

<i>Series 2025 Assessments</i>			
<b>Product Type</b>	<b>No. of Units</b>	<b>Annual Series 2025 Bond Assessment per Unit*</b>	<b>Total Series 2025 Bond Assessment Per Unit</b>
Townhome	120	\$1,558.19	\$20,917

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

***Operation and Maintenance Assessments***

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

***Future Improvements and Assessments***

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

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

## METHODS OF COLLECTION

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

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

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

*[Signatures appear on next page]*



**IN WITNESS WHEREOF**, this *Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Peace Creek Community Development District* has been executed to be effective as of the \_\_\_ day of March 2025, and recorded in the Official Records of Polk County, Florida.

**PEACE CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Tricia Adams, District Manager

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me [ ] in person or [ ] by means of remote notarization this \_\_\_\_ day of March 2025, by Tricia Adams, as District Manager of the Peace Creek Community Development District, who [ ] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification, and did not take the oath.

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

**Exhibit A:**      Assessment Area Two Legal Description

**Exhibit A**

Assessment Area Two Legal Description

**LEGAL DESCRIPTION:**

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

# SECTION VII

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

(This space reserved for Clerk)

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

**PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2025  
(ASSESSMENT AREA TWO ASSESSMENTS)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Peace Creek Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Nos. 2022-27, 2022-28, 2022-37, 2022-41, 2022-44, and 2025-05 (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the 2025 Project described in such Assessment Resolutions. Said assessments are pledged to secure the Peace Creek Community Development District Special Assessment Bonds, Series 2025 (Assessment Area Two) (the “2025 Bonds”). The legal description of the lands on which said special assessments are imposed is attached to this Notice (the “Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology for Peace Creek Community Development District*, dated March 9, 2022, as amended by that certain *Amended and Restated Master Assessment Methodology for Peace Creek Community Development District*, dated April 26, 2022, as supplemented by that certain *Second Supplemental Assessment Methodology for Assessment Area Two*, dated February 19, 2025 (collectively, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Peace Creek Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

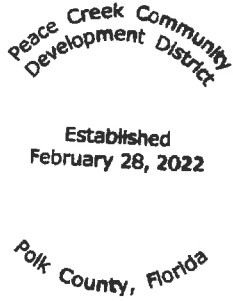
The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT. THE ASSESSMENT AREA TWO**

**SPECIAL ASSESSMENTS ARE SET AT THE RATES SET FORTH IN THE METHODOLOGY REFERENCED HEREIN. THE OPERATION AND MAINTENANCE ASSESSMENTS VARY AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

*[Signature page follows]*

IN WITNESS WHEREOF, this Notice has been executed and effective as of the 14<sup>th</sup> day of January 2025, and recorded in the Official Records of Polk County, Florida.



**PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT**

[Signature]  
Adam Morgan  
Chairperson, Board of Supervisors

[Signature]  
Witness

Marshall Tindall  
Print Name  
Address: 219 E Livingston St  
Orlando, FL 32801

[Signature]  
Witness

Patricia L. Adams  
Print Name  
Address: 219 E Livingston St.  
Orlando FL 32801

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of January 2025, by Adam Morgan, as Chairperson of the Board of Supervisors for the Peace Creek Community Development District.

[Signature]  
(Official Notary Signature)  
Name: Patricia L. Adams  
Personally Known   
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[notary seal]



**PATRICIA L. ADAMS**  
Notary Public  
State of Florida  
Comm# HH511648  
Expires 7/30/2028

## EXHIBIT A – LEGAL DESCRIPTION

### **LEGAL DESCRIPTION:**

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00°30'23" EAST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°30'23" EAST, ALONG THE AFORESAID EAST BOUNDARY, A DISTANCE OF 1277.80 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW – LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY AND NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES: THENCE 1.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 2.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 3.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 4.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 5.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE NORTH 89°46'36" EAST, 145.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 24°14'23" (CHORD = 191.06 FEET, CHORD BEARING = NORTH 77°39'24" EAST) FOR A DISTANCE OF 192.49 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14.50 ACRES, MORE OR LESS TO THE RIGHT-OF-WAY OF RECORD.

# SECTION VIII



# SECTION C

# Peace Creek CDD

## Field Management Report



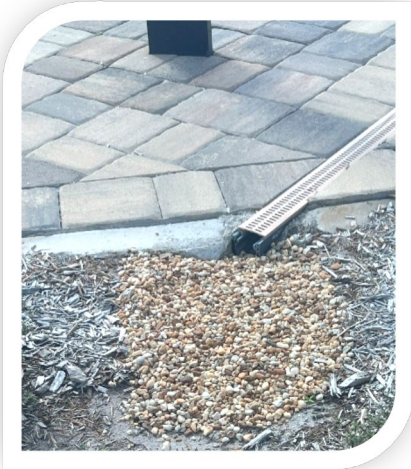
March 11<sup>th</sup>, 2025

Allen Bailey – Field Manager

GMS

# Complete

## Channel Drain



- ✚ The channel drain was causing minor erosion. Small river stones have been added to slow the water, stopping the erosion.

## Entrance Street Sign



- ✚ The Baxter Blvd sign was facing the roundabout.
- ✚ The sign has been moved into the correct position.

# Complete

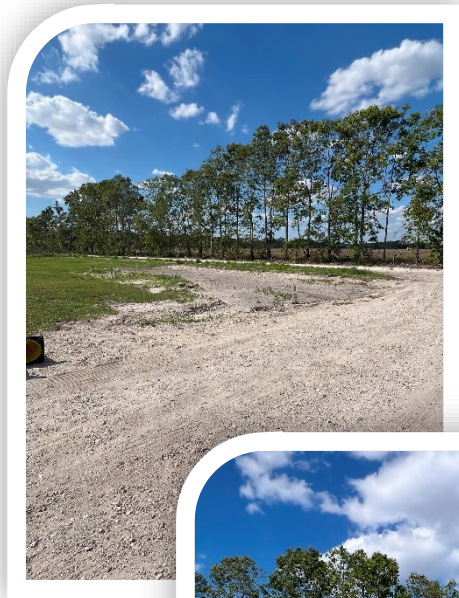
## Fallen Sign



- ✚ A fallen sign from the front of the community has been removed.
- ✚ This improved the entrance's overall appearance.

# Review

## Turnaround



✚ The turnaround at the end of Reggie Rd is still awaiting work to fill the area in.

# Review

## Dry Ponds



- ✚ The dry ponds areas are being disced.
- ✚ We are seeing some vegetation coming up but it is expected to be addressed in the next rotation.

## Entrance Landscape



- ✚ The entrance landscape is starting to bloom and fill out as we head toward Spring.

# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at [abailey@gmscfl.com](mailto:abailey@gmscfl.com). Thank you.

Respectfully,  
Allen Bailey

# SECTION D



# SECTION 1

# Peace Creek Community Development District

## Summary of Check Register

February 01, 2025 to February 28, 2025

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund	2/11/25	211	\$ 11,728.60
	2/14/25	212-218	\$ 29,462.85
	2/28/25	219-221	\$ 2,087.00
<b>Total Amount</b>			<b>\$ 43,278.45</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/11/25	00012	2/11/25	02112025	202502	300-20700	10000	REIMB 1ST INSTALLMENT DIR LENNAR CORPORATION	*	11,728.60	11,728.60	000211
2/14/25	00022	1/28/25	14188	202501	330-57200	48200	MONTHLY CLEANING- JAN25 CSS CLEAN STAR SERVICES	*	775.00	775.00	000212
2/14/25	00014	1/31/25	00069330	202501	310-51300	48000	BOS MEETING 2/11/25 1/31/25 00069330 202501 310-51300-48000 BOS MEETING 2/11/25 GANNETT MEDIA CORP DBA	*	210.76 435.89	646.65	000213
2/14/25	00001	12/31/24	72	202412	330-57200	48000	AMENITY MAINT- DEC24 12/31/24 73 202412 320-53800-48000 SIGN INSTALL- DEC24 2/01/25 74 202502 310-51300-34000 MANAGEMENT FEES- FEB25 2/01/25 74 202502 310-51300-35200 WEBSITE ADMIN- FEB25 2/01/25 74 202502 310-51300-35100 INFO TECH- FEB25 2/01/25 74 202502 310-51300-31300 DISSEM. AGENT SVC- FEB25 2/01/25 74 202502 330-57200-12000 AMENITY ACCESS- FEB25 2/01/25 74 202502 310-51300-51000 OFFICE SUPPLIES- FEB25 2/01/25 74 202502 310-51300-42000 POSTAGE- FEB25 2/01/25 75 202502 320-53800-34000 FIELD MANAGEMENT- FEB25 GOVERNMENTAL MANAGEMENT SERVICES-CF	*	367.54 3,450.29 3,541.67 105.00 157.50 437.50 1,041.67 .30 105.56 1,437.50	10,644.53	000214
2/14/25	00002	1/15/25	11164	202412	310-51300	31500	GENERAL COUNSEL- DEC24 KILINSKI VAN WYK PLLC	*	4,040.70	4,040.70	000215
2/14/25	00011	1/20/25	16112	202501	320-53800	47300	LEAK REPAIR- JAN25 2/01/25 16281 202502 320-53800-46200 LANDSCAPE MAINT- FEB25 PRINCE & SONS INC.	*	359.77 9,560.00	9,919.77	000216

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/14/25	00020	2/01/25	26453	202502	330	57200	48500		MONTHLY POOL SVC- FEB25	*	1,400.00		
MCDONNELL CORPORATION DBA											1,400.00	000217	
2/14/25	00026	1/31/25	12040399	202501	330	57200	34500		SECURITY SVC- JAN25	*	2,036.20		
SECURITAS SECURITY SERVICES USA, INC											2,036.20	000218	
2/28/25	00007	2/26/25	22411	202502	310	51300	31100		B.O.S MEETING 2.11.25	*	250.00		
HUNTER ENGINEERING, INC.											250.00	000219	
2/28/25	00002	2/25/25	11409	202501	310	51300	31500		GENERAL COUNSEL- JAN25	*	1,777.00		
KILINSKI VAN WYK PLLC											1,777.00	000220	
2/28/25	00019	2/11/25	63904592	202502	330	57200	48100		PEST CONTROL- FEB25	*	60.00		
MASSEY SERVICES, INC.											60.00	000221	
TOTAL FOR BANK A											43,278.45		
TOTAL FOR REGISTER											43,278.45		

# SECTION 2

***Peace Creek***  
***Community Development District***

***Unaudited Financial Reporting***  
***February 28, 2025***



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**Peace Creek**  
**Community Development District**  
**Combined Balance Sheet**  
**February 28, 2025**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Operating Account	\$ 524,571	\$ -	\$ -	\$ 524,571
Investments:				
<u>Series 2023</u>				
Reserve	\$ -	\$ 400,906	\$ -	\$ 400,906
Revenue	\$ -	\$ 806,388	\$ -	\$ 806,388
Construction	\$ -	\$ -	\$ 30,651	\$ 30,651
<b>Total Assets</b>	<b>\$ 524,571</b>	<b>\$ 1,207,294</b>	<b>\$ 30,651</b>	<b>\$ 1,762,516</b>
<b>Liabilities:</b>				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund Balance:</b>				
Restricted for:				
Debt Service	\$ -	\$ 1,207,294	\$ -	\$ 1,207,294
Capital Projects	\$ -	\$ -	\$ 30,651	\$ 30,651
Unassigned	\$ 524,571	\$ -	\$ -	\$ 524,571
<b>Total Fund Balances</b>	<b>\$ 524,571</b>	<b>\$ 1,207,294</b>	<b>\$ 30,651</b>	<b>\$ 1,762,516</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 524,571</b>	<b>\$ 1,207,294</b>	<b>\$ 30,651</b>	<b>\$ 1,762,516</b>



**Peace Creek**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2025**

	Adopted Budget	Prorated Budget Thru 02/28/25	Actual Thru 02/28/25	Variance
<b>Revenues:</b>				
Assessments - On Roll	\$ 571,619	\$ 548,852	\$ 548,852	\$ -
Assessments - Direct	\$ 23,458	\$ 17,593	\$ 17,593	\$ -
<b>Total Revenues</b>	<b>\$ 595,076</b>	<b>\$ 566,445</b>	<b>\$ 566,445</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ 1,600	\$ 3,400
FICA Expense	\$ 918	\$ 383	\$ 122	\$ 260
Engineering	\$ 15,000	\$ 6,250	\$ 2,375	\$ 3,875
Attorney	\$ 25,000	\$ 10,417	\$ 9,953	\$ 464
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,250	\$ 5,250	\$ 5,250	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,250	\$ 2,188	\$ 2,188	\$ -
Trustee Fees	\$ 4,020	\$ -	\$ -	\$ -
Management Fees	\$ 42,500	\$ 17,708	\$ 17,708	\$ -
Information Technology	\$ 1,890	\$ 788	\$ 788	\$ -
Website Maintenance	\$ 1,260	\$ 525	\$ 525	\$ -
Postage & Delivery	\$ 750	\$ 750	\$ 640	\$ 110
Insurance	\$ 5,720	\$ 5,720	\$ 5,564	\$ 156
Copies	\$ 750	\$ 313	\$ -	\$ 313
Legal Advertising	\$ 2,500	\$ 1,042	\$ 1,648	\$ (606)
Contingency	\$ 2,500	\$ 1,042	\$ 311	\$ 731
Office Supplies	\$ 625	\$ 260	\$ 8	\$ 253
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 131,558</b>	<b>\$ 57,809</b>	<b>\$ 48,855</b>	<b>\$ 8,954</b>

**Peace Creek**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2025**

	Adopted Budget	Prorated Budget Thru 02/28/25	Actual Thru 02/28/25	Variance
<b><i>Operations &amp; Maintenance</i></b>				
<b>Field Expenditures:</b>				
Property Insurance	\$ 15,000	\$ 15,000	\$ 19,266	\$ (4,266)
Field Management	\$ 17,250	\$ 7,188	\$ 7,188	\$ -
Landscape Maintenance	\$ 99,540	\$ 41,475	\$ 49,550	\$ (8,075)
Landscape Replacement	\$ 15,000	\$ 6,250	\$ 1,625	\$ 4,625
Streetlights	\$ 33,770	\$ 14,071	\$ -	\$ 14,071
Electric	\$ 7,260	\$ 3,025	\$ 7,709	\$ (4,684)
Water & Sewer	\$ 50,000	\$ 20,833	\$ 26,553	\$ (5,720)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Irrigation Repairs	\$ 10,000	\$ 4,167	\$ 885	\$ 3,282
General Repairs & Maintenance	\$ 10,000	\$ 4,167	\$ 5,393	\$ (1,227)
Contingency	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
<b>Subtotal Field Expenditures</b>	<b>\$ 267,820</b>	<b>\$ 120,342</b>	<b>\$ 118,169</b>	<b>\$ 2,173</b>
<b>Amenity Expenditures:</b>				
Amenity - Electric	\$ 15,863	\$ 6,610	\$ 2,547	\$ 4,062
Amenity - Water	\$ 12,000	\$ 5,000	\$ 3,600	\$ 1,400
Internet	\$ 2,000	\$ 833	\$ 418	\$ 415
Pest Control	\$ 735	\$ 306	\$ 180	\$ 126
Janitorial Service	\$ 9,300	\$ 3,875	\$ 3,100	\$ 775
Security Services	\$ 34,000	\$ 14,167	\$ 9,536	\$ 4,631
Pool Maintenance	\$ 16,800	\$ 7,000	\$ 7,450	\$ (450)
Amenity Repairs & Maintenance	\$ 10,000	\$ 4,167	\$ 653	\$ 3,514
Amenity Access Management	\$ 12,500	\$ 5,208	\$ 5,208	\$ (0)
Contingency	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
<b>Subtotal Amenity Expenditures</b>	<b>\$ 120,698</b>	<b>\$ 50,291</b>	<b>\$ 32,692</b>	<b>\$ 17,599</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 388,518</b>	<b>\$ 170,633</b>	<b>\$ 150,861</b>	<b>\$ 19,772</b>
<b>Total Expenditures</b>	<b>\$ 520,076</b>	<b>\$ 228,441</b>	<b>\$ 199,715</b>	<b>\$ 28,726</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 75,000</b>		<b>\$ 366,730</b>	
<b><i>Other Financing Sources/(Uses):</i></b>				
Transfer In/(Out)	\$ 75,000	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 366,730</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 157,842</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 524,571</b>	

**Peace Creek**  
**Community Development District**  
**Debt Service Fund Series 2023**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2025**

	Adopted Budget	Prorated Budget Thru 02/28/25	Actual Thru 02/28/25	Variance
<b>Revenues:</b>				
Special Assessments	\$ 801,813	\$ 769,880	\$ 769,880	\$ -
Interest	\$ 5,000	\$ 5,000	\$ 12,702	\$ 7,702
<b>Total Revenues</b>	<b>\$ 806,813</b>	<b>\$ 774,880</b>	<b>\$ 782,582</b>	<b>\$ 7,702</b>
<b>Expenditures:</b>				
Interest - 12/15	\$ 306,734	\$ 306,734	\$ 306,734	\$ -
Principal - 06/15	\$ 190,000	\$ -	\$ -	\$ -
Interest - 06/15	\$ 306,734	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 803,469</b>	<b>\$ 306,734</b>	<b>\$ 306,734</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 3,344</b>	<b>\$ 468,145</b>	<b>\$ 475,847</b>	<b>\$ 7,702</b>
<b>Other Financing Sources/(Uses):</b>				
Transfer In/(Out)	\$ -	\$ -	\$ (7,295)	\$ (7,295)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (7,295)</b>	<b>\$ (7,295)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 3,344</b>		<b>\$ 468,552</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 341,168</b>		<b>\$ 738,742</b>	
<b>Fund Balance - Ending</b>	<b>\$ 344,512</b>		<b>\$ 1,207,294</b>	

**Peace Creek**  
**Community Development District**  
**Capital Projects Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2025**

	Adopted Budget	Prorated Budget Thru 02/28/25	Actual Thru 02/28/25	Variance
<b>Revenues:</b>				
Interest	\$ -	\$ -	\$ 475	\$ 475
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 475</b>	<b>\$ 475</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 1,451	\$ (1,451)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,451</b>	<b>\$ (1,451)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (976)</b>	
<b>Other Financing Sources/(Uses):</b>				
Transfer In/(Out)	\$ -	\$ -	\$ 7,295	\$ 7,295
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,295</b>	<b>\$ 7,295</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,320</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,331</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,651</b>	

**Peace Creek**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2025**

	Adopted Budget	Prorated Budget Thru 02/28/25	Actual Thru 02/28/25	Variance
<b>Revenues:</b>				
Interest	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Other Financing Sources/(Uses):</b>				
Transfer In/(Out)	\$ 75,000	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 75,000</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ 75,000</b>		<b>\$ -</b>	

**Peace Creek**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments - On Roll	\$ -	\$ 41,138.42	\$ 492,693	\$ 4,572	\$ 10,448.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 548,852
Assessments - Direct	\$ 11,728.60	\$ -	\$ 5,864.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,593
<b>Total Revenues</b>	<b>\$ 11,729</b>	<b>\$ 41,138</b>	<b>\$ 498,557</b>	<b>\$ 4,572</b>	<b>\$ 10,449</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 566,445</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600
FICA Expense	\$ -	\$ 61	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122
Engineering	\$ -	\$ 1,625	\$ 500	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,375
Attorney	\$ 1,205	\$ 2,930	\$ 4,041	\$ 1,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,953
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 438	\$ 438	\$ 438	\$ 438	\$ 438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,188
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,708
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 788
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525
Postage & Delivery	\$ 49	\$ 47	\$ 148	\$ 291	\$ 106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 640
Insurance	\$ 5,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,564
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 1,001	\$ -	\$ -	\$ 647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,648
Contingency	\$ 41	\$ 41	\$ 41	\$ 41	\$ 148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 311
Office Supplies	\$ 1	\$ 1	\$ 3	\$ 3	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 17,528</b>	<b>\$ 9,746</b>	<b>\$ 9,835</b>	<b>\$ 7,000</b>	<b>\$ 4,745</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,855</b>

**Peace Creek**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b>Field Expenditures:</b>													
Property Insurance	\$ 19,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,266
Field Management	\$ 1,438	\$ 1,438	\$ 1,438	\$ 1,438	\$ 1,438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,188
Landscape Maintenance	\$ 11,310	\$ 9,560	\$ 9,560	\$ 9,560	\$ 9,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,550
Landscape Replacement	\$ -	\$ 1,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,625
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ 1,536	\$ 1,535	\$ 1,535	\$ 1,536	\$ 1,567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,709
Water & Sewer	\$ 11,126	\$ 6,014	\$ 1,813	\$ 6,147	\$ 1,453	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,553
Irrigation Repairs	\$ 274	\$ 251	\$ -	\$ 360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 885
General Repairs & Maintenance	\$ 922	\$ 1,021	\$ 3,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,393
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Field Expenditures</b>	<b>\$ 45,871</b>	<b>\$ 21,444</b>	<b>\$ 17,796</b>	<b>\$ 19,040</b>	<b>\$ 14,017</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 118,169</b>
<b>Amenity Expenditures:</b>													
Amenity - Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Electric	\$ 501	\$ 505	\$ -	\$ 1,064	\$ 477	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,547
Amenity - Water	\$ 660	\$ 650	\$ 1,012	\$ 1,070	\$ 208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600
Internet	\$ 104	\$ 104	\$ 104	\$ 104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 418
Pest Control	\$ 60	\$ 60	\$ -	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180
Janitorial Service	\$ 775	\$ 775	\$ 775	\$ 775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100
Security Services	\$ 2,036	\$ 2,732	\$ 2,732	\$ 2,036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,536
Pool Maintenance	\$ 1,850	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,450
Pool Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ 653	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 653
Amenity Access Management	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,208
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Amenity Expenditures</b>	<b>\$ 7,028</b>	<b>\$ 7,269</b>	<b>\$ 7,717</b>	<b>\$ 7,491</b>	<b>\$ 3,187</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,692</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 52,899</b>	<b>\$ 28,712</b>	<b>\$ 25,514</b>	<b>\$ 26,531</b>	<b>\$ 17,204</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,861</b>
<b>Total Expenditures</b>	<b>\$ 70,427</b>	<b>\$ 38,458</b>	<b>\$ 35,349</b>	<b>\$ 33,531</b>	<b>\$ 21,950</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 199,715</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (58,698)</b>	<b>\$ 2,680</b>	<b>\$ 463,208</b>	<b>\$ (28,960)</b>	<b>\$ (11,501)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 366,730</b>

**PEACE CREEK CDD**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2025**

**ON ROLL ASSESSMENTS**

Gross Assessments \$ 614,642.91 \$ 862,165.71 \$ 1,476,808.62  
 Net Assessments \$ 571,617.91 \$ 801,814.11 \$ 1,373,432.02

41.62% 58.38% 100.00%

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	Debt Series 2023	Total
11/13/24	10/21/24	\$924.49	(\$48.53)	(\$17.52)	\$0.00	\$0.00	\$858.44	\$357.28	\$501.16	\$858.44
11/19/24	11/01/24-11/07/24	\$21,364.32	(\$854.61)	(\$410.19)	\$0.00	\$0.00	\$20,099.52	\$8,365.35	\$11,734.17	\$20,099.52
11/26/24	11/08/24-11/15/24	\$82,786.74	(\$3,311.51)	(\$1,589.50)	\$0.00	\$0.00	\$77,885.73	\$32,415.79	\$45,469.94	\$77,885.73
12/06/24	11/16/24-11/26/24	\$707,693.10	(\$28,307.68)	(\$13,587.71)	\$0.00	\$0.00	\$665,797.71	\$277,102.83	\$388,694.88	\$665,797.71
12/20/24	11/27/24-11/30/24	\$536,778.54	(\$21,471.24)	(\$10,306.15)	\$0.00	\$0.00	\$505,001.15	\$210,179.82	\$294,821.33	\$505,001.15
12/27/24	12/01/24-12/15/24	\$29,375.94	(\$1,041.51)	(\$566.69)	\$0.00	\$0.00	\$27,767.74	\$11,556.84	\$16,210.90	\$27,767.74
12/30/24	Inv#4652210	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,621.66)	(\$8,621.66)	(\$3,588.31)	(\$5,033.35)	(\$8,621.66)
12/30/24	Inv#4652211	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,146.43)	(\$6,146.43)	(\$2,558.12)	(\$3,588.31)	(\$6,146.43)
01/10/25	12/16/24-12/31/24	\$11,555.18	(\$346.63)	(\$224.17)	\$0.00	\$0.00	\$10,984.38	\$4,571.66	\$6,412.72	\$10,984.38
02/03/25	10/01/24-12/31/24	\$0.00	\$0.00	\$0.00	\$2,021.94	\$0.00	\$2,021.94	\$841.52	\$1,180.42	\$2,021.94
02/10/25	01/01/25-01/31/25	\$24,034.86	(\$480.73)	(\$471.08)	\$0.00	\$0.00	\$23,083.05	\$9,607.09	\$13,475.96	\$23,083.05
<b>TOTAL</b>		<b>\$ 1,414,513.17</b>	<b>\$ (55,862.44)</b>	<b>\$ (27,173.01)</b>	<b>\$ 2,021.94</b>	<b>\$ (14,768.09)</b>	<b>\$ 1,318,731.57</b>	<b>\$ 548,851.75</b>	<b>\$ 769,879.82</b>	<b>\$ 1,318,731.57</b>

<b>96%</b>	<b>Net Percent Collected</b>
<b>\$ 54,700.45</b>	<b>Balance Remaining to Collect</b>

**DIRECT BILL ASSESSMENTS**

Lennar Homes LLC 2025-01		Net Assessments	\$ 23,457.20	\$ 23,457.20	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund
10/30/24	11/1/24	2329750	\$11,728.60	\$11,728.60	\$11,728.60
2/12/25	2/1/25	1048	\$5,864.30	\$5,864.30	\$5,864.30
	5/1/25		\$5,864.30		\$5,864.30
			<b>\$ 23,457.20</b>	<b>\$ 17,592.90</b>	<b>\$ 23,457.20</b>



**Peace Creek**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2023, Special Assessment Revenue Bonds</b>		
Interest Rate:	4.250%, 5.125%, 5.375%	
Maturity Date:	6/15/2053	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$400,906	
Reserve Fund Balance	\$400,906	
Bonds Outstanding - 04/18/23		\$12,065,000
Less: Principal Payment - 06/15/24		(\$180,000)
<b>Current Bonds Outstanding</b>		<b>\$11,885,000</b>