



**BLACK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
JANUARY 21, 2026
10:30 A.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193
786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
Lennar Homes, LLC
5505 Blue Lagoon Drive
Miami, Florida 33126
REGULAR BOARD MEETING & PUBLIC HEARING
January 21, 2026
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 0
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. December 5, 2025 Special Board Meeting.....Page 3
- G. **Public Hearing – Uniform Method**
 - 1. Proof of Publication.....Page 8
 - 2. Receive Public Comments on the Use of the Uniform Method of Collection
 - 3. Consider Resolution No. 2026-01 – Adopting the Uniform Method of Collection of Non-Ad Valorem Assessments Pursuant to Chapter 197, F.S.....Page 10
- H. **Public Hearing – Levy of Non-Ad Assessments**
 - 1. Proof of Publication.....Page 14
 - 2. Receive Public Comments Regarding Intent to Levy Special Assessments
 - 3. Consider Approval of the Project and Levying of Non-Ad Valorem Special Assessments Based on Comments from the Public
 - 4. Consider Adjusting and Equalizing of Non-Ad Valorem Special Assessments Based on Comments from the Public
 - 5. Consider Resolution No. 2026-02 – Authorizes the Project, the Intent to Levy Non-Ad Valorem Assessments; Intent to Utilize Chapter 197, F.S. for the Levy, Collection and the Enforcement of Non-Ad Valorem Assessments; and the Adoption of a Final Assessment Roll, Pursuant to Chapters 170 and 190, F.S.....Page 16
- I. Old Business
- J. New Business
 - 1. Consider Approval of the Acquisition Agreement (Third Expansion Area).....Page 21
 - 2. Discussion Regarding Assignment and Assumption Agreements (Third Expansion Area).....Page 36
 - 3. Discussion Regarding Resolution Adopting Rules Pertaining to Maintenance and Compliance with the Declaration of Restrictive Covenant and Engineering Control Maintenance Plans Relating to the Protection of Groundwater and Contaminated Soil.....Page 40
- K. Administrative & Operational Matters
- L. Board Member & Staff Closing Comments
- M. Adjourn

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57929	IPL0300854	Legal Ad - IPL0300854		2.0	122.0L

ATTENTION: Black Creek Community Development District IP
c/o Special District Services, Inc.
Palm Beach Gardens, FL 33410
larcher@sdsinc.org

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AND NOTICE OF REGULAR BOARD MEETING

Notice is hereby given that the Board of Supervisors (the "Board") of the Black Creek Community Development District (the "District"), located within Miami-Dade County, Florida, will conduct a Public Hearing to consider adoption of an assessment roll and the imposition of special assessments against certain properties within the boundaries of the District. The general location of the area where proposed public infrastructure improvements to be improved and assessed is located within parcels of land in the District consisting of approximately 9.27+/- gross acres in an area bounded on the east by SW 133rd Avenue, on the north by SW 232nd Street, on the west by undeveloped land owned by Florida Power and Light Co., and on the south by SW 236th Street.

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the proposed improvements generally consists of, but are not necessarily limited to, onsite and offsite roadway improvements including the payment by the District of road impact fees, stormwater management system, water distribution system including the payment by the District of connection charges relating thereto, sanitary sewer system including the payment by the District of connection charges relating thereto and other related improvements, all as described more particularly in the Third Supplemental Engineer's Report dated and accepted December 5, 2025, as may be further revised, prepared by Ford Engineers, Inc. (the "Engineer's Report"), and the plans and specifications on file in the offices of Special District Services, Inc., 8785 SW 165 Avenue, Suite 200, Miami, Florida 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"). A description of each property to be assessed and the amount to be assessed to each piece or parcel of assessable property is set forth in the Master Special Assessment Methodology Report and Third Supplemental Special Assessment Methodology Report, dated and accepted December 5, 2025, as may be further revised, prepared by Special District Services, Inc., (the "Methodology Reports") on file in the District Offices.

A Public Hearing to receive comments from affected property owners as to the propriety and advisability of making such improvements, as to the cost thereof, as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held in conjunction with the Regular Board Meeting on January 21st, 2026 at 10:30 a.m. in the Lennar Homes Conference Room located at 5505 Waterford District Drive, Miami, FL 33126.

All affected property owners have a right to appear at the Public Hearing and the right to file written objections with the District within twenty (20) days of the publication of this Notice.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days notice prior to the proceeding. Please contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.

Meetings may be cancelled from time to time without advertised notice.

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

www.blackcreekcdd.org

IPL0300854

Jan 6, 13 2026

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

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Sworn to and subscribed before
me on



**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF
PUBLIC HEARING TO LEVY AND PROVIDE FOR THE COLLECTION
AND ENFORCEMENT OF NON-AD VALOREM
SPECIAL ASSESSMENTS
AND**

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BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
www.blackcreekcdd.org

IPL0300854

Jan 6,13 2026

**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
DECEMBER 5, 2025**

A. CALL TO ORDER

District Manager Armando Silva called the December 5, 2025, Special Board Meeting of the Black Creek Community Development District (the “District”) to order at 10:43 a.m. at the offices of Lennar Homes, LLC, located at 5505 Blue Lagoon Drive, Miami, Florida 33126.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Special Board Meeting had been published in the *Miami Herald* on November 25, 2025, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Raisa Krause, Teresa Baluja, and Vanessa Perez.

Staff in attendance included: District Manager Armando Silva; District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; District Engineer George Graupera of Ford Engineers, Inc.; and Bond Counsel Stephen Sanford of Greenberg Traurig, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. October 15, 2025, Regular Board Meeting

Mr. Silva presented the October 15, 2025, Regular Board Meeting minutes and asked if there were any comments and/or changes. There being no comments or changes, a **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving the October 15, 2025, Regular Board Meeting minutes, as presented.

G. OLD BUSINESS

There was no Old Business to be discussed.

H. NEW BUSINESS

1. Consider Third Supplemental Engineer's Report

Mr. Graupera presented the Third Supplemental Engineer's Report for the District's Third Expansion Area. The report was provided by Ford Engineers, Inc. and dated December 5, 2025. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving and accepting the Third Supplemental Engineer's Report, as presented.

2. Consider Master Special Assessment Methodology Report and Third Supplemental Special Assessment Methodology Report

Mr. Silva presented the Master Special Assessment Methodology Report, which was prepared by Special District Services and dated December 5, 2025. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving and accepting the Master Special Assessment Methodology Report and Third Supplemental Special Assessment Methodology Report, as presented.

3. Consider Resolution No. 2025-10 – Authorizing the Issuance of Bonds (Third Expansion Area)

Mr. Sanford presented Resolution No. 2025-10, entitled:

RESOLUTION NO. 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED BONDS TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS WITHIN THE THIRD EXPANSION AREA; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sanford explained the purpose of the resolution and the parameters related to the proposed bond issuance. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving and adopting Resolution No. 2025-10, as presented.

4. Consider Resolution No. 2025-11 – Declaring Assessments (Third Expansion Area)

Mr. Silva presented Resolution No. 2025-11, entitled:

RESOLUTION NO. 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE IMPROVEMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE APPORTIONED; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva provided an explanation for the resolution and the assessment process. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving and adopting Resolution No. 2025-11, as presented.

5. Consider Resolution No. 2025-12 – Setting Public Hearing on Assessments (Third Expansion Area)

Mr. Silva presented Resolution No. 2025-12, entitled:

RESOLUTION NO. 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SPECIAL ASSESSMENTS FOR THE THIRD EXPANSION AREA; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva stated that the resolution sets the date, time and location of the public hearing and authorizes publication of the notice, as required by law. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving and adopting Resolution No. 2025-12, as presented, setting the public hearing for January 21, 2026, at 10:30 a.m. at the Lennar Homes, LLC meeting room located at 5505 Blue Lagoon Drive, Miami, Florida 33126.

6. Consider Resolution No. 2025-13 – Setting Public Hearing for Intent to Use Uniform Method of Collection (Third Expansion Area)

Mr. Silva presented Resolution No. 2025-13, entitled:

RESOLUTION NO. 2025-13

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT EXPRESSING THE
INTENT TO USE THE UNIFORM METHOD OF LEVY,
COLLECTION AND ENFORCEMENT OF NON-AD
VALOREM ASSESSMENTS AND SETTING A PUBLIC
HEARING THEREON; AND PROVIDING AN
EFFECTIVE DATE.**

Mr. Silva explained that the resolution initiates the statutory process for the use of the uniform method of collection. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving and adopting Resolution No. 2025-13, as presented, setting the public hearing for January 21, 2026, at 10:30 a.m. at the Lennar Homes, LLC meeting room located at 5505 Blue Lagoon Drive, Miami, Florida 33126.

7. Consider Ratification of Third Amended Notice of Establishment

Mr. Pawelczyk presented the Third Amended Notice of Establishment and explained that the document reflects the updated boundaries of the District. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed ratifying the Third Amended Notice of Establishment, as presented.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Consider Appointment of Investment Banker

Mr. Silva presented the appointment of FMS Bonds as the District's Investment Banker. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving the appointment of FMS Bonds, as presented.

2. Consider Appointment of Bond Counsel

Mr. Silva presented the appointment of Greenberg Traurig as the District's Bond Counsel. A discussion ensued after which:

A **motion** was made by Ms. Vanessa Perez, seconded by Ms. Teresa Baluja and unanimously passed approving the appointment of Greenberg Traurig, as presented.

3. Consider Appointment of Trustee

Mr. Silva presented the appointment of U.S. Bank as the District's Trustee. A discussion ensued after which:

A **motion** was made by Ms. Teresa Baluja, seconded by Ms. Vanessa Perez and unanimously passed approving the appointment of U.S. Bank, as presented.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member or Staff closing comments.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Teresa Baluja, seconded by Ms. Raisa Krause and unanimously passed adjourning the Special Board Meeting at approximately 10:58 a.m.



PUBLIC NOTICE BY THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT OF THE INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS

NOTICE IS HEREBY GIVEN TO ALL OWNERS OF LANDS LOCATED WITHIN THE THIRD EXPANSION AREA OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT"), THAT THE DISTRICT'S BOARD OF SUPERVISORS (THE "BOARD") INTENDS TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS AS SET FORTH IN SECTION 197.3632, *FLORIDA STATUTES*, FOR SUCH NON-AD VALOREM ASSESSMENTS AS MAY BE LEVIED BY THE DISTRICT.

THE DISTRICT'S BOARD WILL HOLD A PUBLIC HEARING ON JANUARY 21, 2026, AT 10:30 A.M. IN THE LENNAR HOMES CONFERENCE ROOM LOCATED AT 5505 WATERFORD DISTRICT DRIVE, MIAMI, FL 33126, THE PURPOSE OF WHICH IS TO CONSIDER THE ADOPTION OF A RESOLUTION AUTHORIZING THE DISTRICT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS AS SET FORTH IN SECTION 197.3632, *FLORIDA STATUTES*, FOR SUCH NON-AD VALOREM ASSESSMENTS AS MAY BE LEVIED BY THE DISTRICT. SUCH NON-AD VALOREM ASSESSMENTS WILL BE COLLECTED BY THE MIAMI-DADE COUNTY TAX COLLECTOR. SAID PUBLIC HEARING MAY BE CONTINUED, IF NECESSARY, TO A TIME AND DATE AS SPECIFIED ON THE RECORD.

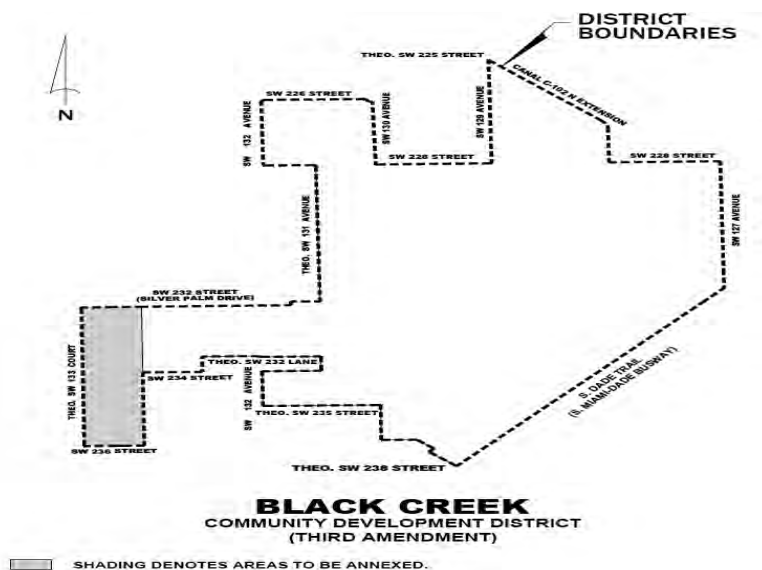
THE NON-AD VALOREM ASSESSMENTS ANTICIPATED TO BE LEVIED COMMENCING WITH THE DISTRICT'S FISCAL YEAR 2025/2026 IS ESTIMATED TO BE IN THE ANNUAL AMOUNTS OF \$1,285 FOR TOWNHOME UNITS, FOR THE PURPOSE OF PAYMENT OF LONG TERM BOND INDEBTEDNESS, WHICH AMOUNTS, DUE TO AMORTIZATION MAY CHANGE FROM YEAR TO YEAR, BUT LEVIED FOR NO MORE THAN THIRTY (30) YEARS; AND ADDITIONALLY IN THE ANNUAL AMOUNT OF APPROXIMATELY \$415 PER DWELLING UNIT FOR THE PURPOSE OF ANNUAL OPERATION AND MAINTENANCE AND OTHER LAWFUL OBLIGATIONS TO RUN AND OPERATE THE DISTRICT. YOU ARE ENTITLED TO A 4% DISCOUNT IF YOU PAY YOUR ANNUAL REAL ESTATE PROPERTY TAX BILL IN NOVEMBER.

ALL AFFECTED PROPERTY OWNERS HAVE THE RIGHT TO APPEAR AT THE PUBLIC HEARING TO BE HEARD REGARDING THE DISTRICT'S USE OF THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS AS SET FORTH IN SECTION 197.3632, *FLORIDA STATUTES*, FOR SUCH NON-AD VALOREM ASSESSMENTS AS MAY BE LEVIED BY THE DISTRICT. ALL AFFECTED PROPERTY OWNERS HAVE THE RIGHT TO FILE WRITTEN OBJECTIONS WITH THE DISTRICT'S MANAGER, SPECIAL DISTRICT SERVICES, INC., 8785 SW 165 AVENUE, SUITE 200, MIAMI, FLORIDA 33193, WITHIN 20 DAYS OF THE FIRST PUBLICATION OF THIS NOTICE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, AT THEIR OWN EXPENSE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE ON WHICH THE APPEAL IS BASED.

IN ACCORDANCE WITH AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING SPECIAL ACCOMMODATIONS OR AN INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE DISTRICT MANAGER BY CALLING 561-630-4922 AND/OR TOLL FREE AT 1-877-737-4922 AT LEAST SEVEN (7) DAYS PRIOR TO THE DATE OF THE PROCEEDING.

**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
BOUNDARY MAP**



BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

WWW.BLACKCREEKCDD.ORG

RESOLUTION NO. 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE USE OF THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS, PERMITTED BY SECTION 197.3632, *FLORIDA STATUTES*; EXPRESSING THE NEED FOR THE LEVY OF NON-AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL PROPERTY WITHIN THE THIRD EXPANSION AREA OF THE DISTRICT'S JURISDICTIONAL BOUNDARIES THAT MAY OR SHALL BE SUBJECT TO THE LEVY OF DISTRICT NON-AD VALOREM ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 197, *Florida Statutes*, provides for the usage by the Black Creek Community Development District (the "District") of a uniform method of levying, collecting and enforcing its non-ad valorem assessments; and

WHEREAS, Chapter 197, *Florida Statutes*, sets forth certain requirements and procedures which have been implemented by the District in order to use said uniform method of levying, collecting and enforcing its non-ad valorem assessments; and

WHEREAS, the Board of Supervisors (the "Board") of the District, have determined that it is in the best interest of the District, for the District, to elect to use the uniform method for levying, collecting and enforcing non-ad valorem assessments as provided in Section 197.3632, *Florida Statutes*.

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

1. The above recitals are hereby incorporated and adopted as the findings of fact of the Board.
2. That the uniform method for levying, collecting and enforcing non-ad valorem assessments as authorized by Section 197.3632, *Florida Statutes*, is hereby adopted for usage by the District.
3. That non-ad valorem assessments will in the future be required to be assessed and levied by the District in order to provide necessary funds for one or more of the following reasons:
 - (a) Satisfying the lawful debt obligations of the District, and/or
 - (b) Financing, constructing, maintaining and servicing the Improvements within the District, and/or
 - (c) The administrative operation of the District, and/or
 - (d) Such other lawful purposes which the District is empowered to provide as authorized by law.

4. That the uniform method for the levying, collecting and enforcing of non-ad valorem assessments now and in the future, shall, to the extent authorized by law, apply to all assessable lands within the Third Expansion Area of the District, and said boundaries of the District are described in attached **Exhibit "A"** which is incorporated herein and made a part hereof.

5. This resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED this 21st day of January, 2026.

ATTEST:

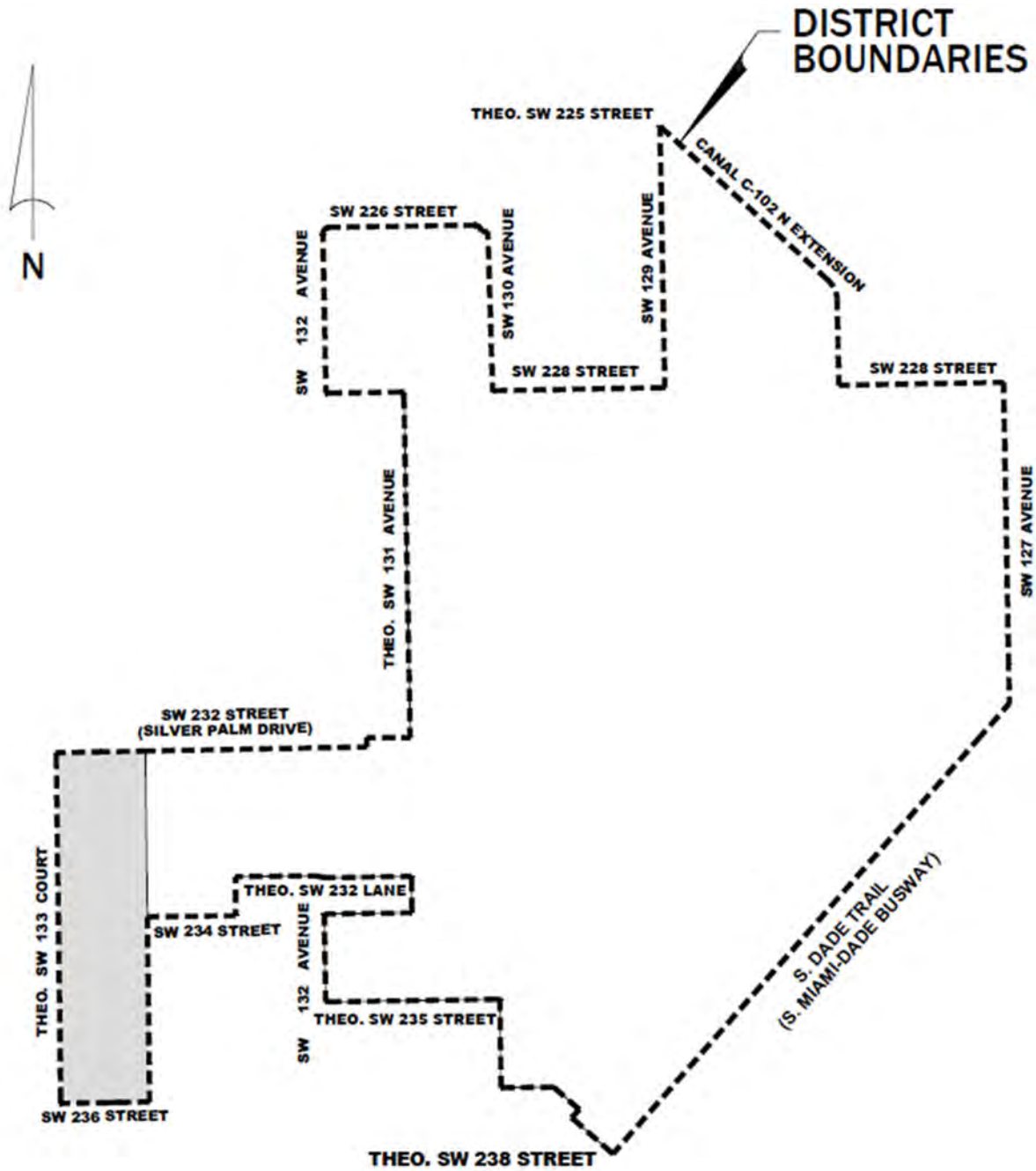
**BLACK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary


By: _____
Chairperson/Vice Chairperson

EXHIBIT A
BOUNDARIES

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT BOUNDARY MAP



BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT (THIRD AMENDMENT)

 SHADING DENOTES AREAS TO BE ANNEXED.

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BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

www.blackcreekcdd.org

IPL0300854

Jan 6, 13 2026

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

2.0 insertion(s) published on:
01/06/26 Print, 01/13/26 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sworn to and subscribed before
me on



**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF
PUBLIC HEARING TO LEVY AND PROVIDE FOR THE COLLECTION
AND ENFORCEMENT OF NON-AD VALOREM
SPECIAL ASSESSMENTS
AND**

NOTICE OF REGULAR BOARD MEETING

Notice is hereby given that the Board of Supervisors (the "Board") of the Black Creek Community Development District (the "District"), located within Miami-Dade County, Florida, will conduct a Public Hearing to consider adoption of an assessment roll and the imposition of special assessments against certain properties within the boundaries of the District. The general location of the area where proposed public infrastructure improvements to be improved and assessed is located within parcels of land in the District consisting of approximately 9.27+/- gross acres in an area bounded on the east by SW 133rd Avenue, on the north by SW 232nd Street, on the west by undeveloped land owned by Florida Power and Light Co., and on the south by SW 236th Street.

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the proposed improvements generally consists of, but are not necessarily limited to, onsite and offsite roadway improvements including the payment by the District of road impact fees, stormwater management system, water distribution system including the payment by the District of connection charges relating thereto, sanitary sewer system including the payment by the District of connection charges relating thereto and other related improvements, all as described more particularly in the Third Supplemental Engineer's Report dated and accepted December 5, 2025, as may be further revised, prepared by Ford Engineers, Inc. (the "Engineer's Report"), and the plans and specifications on file in the offices of Special District Services, Inc., 8785 SW 165 Avenue, Suite 200, Miami, Florida 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"). A description of each property to be assessed and the amount to be assessed to each piece or parcel of assessable property is set forth in the Master Special Assessment Methodology Report and Third Supplemental Special Assessment Methodology Report, dated and accepted December 5, 2025, as may be further revised, prepared by Special District Services, Inc., (the "Methodology Reports") on file in the District Offices.

A Public Hearing to receive comments from affected property owners as to the propriety and advisability of making such improvements, as to the cost thereof, as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held in conjunction with the Regular Board Meeting on January 21st, 2026 at 10:30 a.m. in the Lennar Homes Conference Room located at 5505 Waterford District Drive, Miami, FL 33126.

All affected property owners have a right to appear at the Public Hearing and the right to file written objections with the District within twenty (20) days of the publication of this Notice.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days notice prior to the proceeding. Please contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.

Meetings may be cancelled from time to time without advertised notice.

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
www.blackcreekcdd.org

IPL0300854

Jan 6,13 2026

RESOLUTION NO. 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT SYSTEMS, FACILITIES, SERVICES AND RELATED INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, IMPOSING AND LEVYING CERTAIN NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN LANDS WITHIN THE THIRD EXPANSION AREA OF THE DISTRICT SPECIALLY BENEFITTED BY SUCH IMPROVEMENTS, TO PAY A PORTION OF THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHOD PROVIDED FOR BY CHAPTERS 170 AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE Board of Supervisors (the "Board") of the Black Creek Community Development District (the "District") as follows:

Section 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*.

Section 2. FINDINGS ASCERTAINMENTS AND DETERMINATIONS The Board of the District hereby finds and determines as follows:

1. The District is a local unit of special purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, of the State of Florida ("State"), and was established by Ordinance of Miami-Dade County, Florida; and
2. The boundaries of the District were expanded by an amendment to the Creation Ordinance; such expanded area herein called the "Third Expansion Area"; and
3. The District is authorized by Chapter 190, *Florida Statutes*, to construct onsite and offsite roadway improvements, irrigation systems, landscaping, hardscapes, water management and control facilities for flood protection, potable water and waste water systems, and other infrastructure improvements to serve lands within the Third Expansion Area of the District (the "Improvements"); and
4. The District is authorized by Chapters 170 and 190, *Florida Statutes*, to levy non-ad valorem special assessments to pay all or any part of the cost of such improvements, and to issue special assessment bonds payable from such non-ad valorem special assessments as provided in Chapters 170 and 190, *Florida Statutes* (the "Special Assessment Bonds"); and
5. It is necessary to the public health, safety and welfare, and in the best interest of the District, that: (i) the District provide the Improvements, the nature and location of which are described in the "Engineer's Report" (as hereinafter defined) and in the plans and specifications on file at the offices of the District Manager located at 8785 SW 165 Avenue, Suite 200, Miami, Florida 33193, and The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"); (ii) all or a portion of the cost of the Improvements be

assessed against the lands within the Third Expansion Area of the District specially benefited by the Improvements; and (iii) the District issue special assessment bonds to provide funds for such purposes; and

6. The provision of the Improvements, the levying of such non-ad valorem special assessments and issuance of Special Assessment Bonds serve a proper, essential and valid public purpose; and
7. As set forth in Resolution No. 2025-11, adopted by the Board on December 5th, 2025, it is the Board's intention to defray all or a portion of the cost of the Improvements by levying non-ad valorem special assessments on the specially benefited properties located within the Third Expansion Area of the District; and
8. In order to provide funds to pay the costs of the Improvements, which are to be assessed against the specially benefited properties within the Third Expansion Area of the District, it is necessary for the District to sell and issue its Special Assessment Bonds, in one or more series (the "Bonds"); and
9. The Board has expressed its intention to issue Bonds in order to provide the funds needed for the Improvements prior to the collection of such non-ad valorem special assessments; and
10. Resolution No. 2025-11 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to its adoption, the requirements of Section 170.04, *Florida Statutes*, had been complied with; and
11. Resolution No. 2025-11 was published as required by Section 170.05, *Florida Statutes*. A copy of the affidavit of publication is on file with the Secretary of the Board (i.e., the District Manager) at the District Offices provided in paragraph 4, above; and
12. A preliminary assessment roll was prepared and filed with the Board as required by Section 170.06, *Florida Statutes*; and
13. Pursuant to Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2025-12, providing the time and place for a public hearing where owners of the properties to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the Improvements; (ii) the cost of the Improvements; (iii) the manner of payment; (iv) the assessment methodology; (v) the amount to be assessed against each parcel of specially benefited property within the Third Expansion Area of the District. Resolution No. 2025-12 further provided for notice of the public hearing to be provided by publication and mail; and
14. Notice of the public hearing has been given by publication and by mail as required by Section 170.07, *Florida Statutes*, and affidavits attesting as to such publication and mailing are on file at the office of the Secretary of the Board at the District Offices; and
15. At the time and place specified in Resolution No. 2025-12 the Board met as an "Equalization Board", conducted such public hearing and heard and considered

all comments and complaints as to the matters described in paragraph 12 above, and based thereon, has made such modifications in the preliminary assessment roll as it deems necessary, in the making of the final assessment roll; and

16. Having considered the costs of the Improvements, revised estimates of financing costs, the assessment methodology, and all comments, complaints and evidence presented at the public hearing, the Board specifically finds, ascertains and determines:
 - i. that the estimated costs of the Improvements is as specified in the District's Engineer's Report, for the Third Expansion Area, accepted December 5th, 2025, as may be revised (the "Engineer's Report"), a copy of which is attached hereto and incorporated herein as Exhibit "A", and that the amount of such costs is reasonable and proper;
 - ii. it is reasonable, proper, just and right to assess a portion of the cost of the Improvements, together with certain additional costs relating to the cost of issuance of the Bonds, against the properties within the Third Expansion Area of the District specially benefited thereby, using the method determined by the Board, which is set forth in the Master Special Assessment Methodology Report and Third Supplemental Special Assessment Methodology Report dated December 5, 2025, a copy of which is attached hereto and incorporated herein as Exhibit "B", which will result in the levy of non-ad valorem special assessments to be set forth on the final assessment roll;
 - iii. it is hereby found, determined and declared that the Improvements will constitute and result in special benefits to all parcels of real property to be listed on the final assessment roll within the Third Expansion Area of the District, a copy of which is attached hereto and incorporated herein as Exhibit "C", and that such special benefits, in the case of each such parcel, will be equal to or in excess of the amount of the non-ad valorem special assessment thereon;
 - iv. the non-ad valorem special assessments are apportioned fairly and reasonably; and,
 - v. it is desirable that the non-ad valorem special assessments be paid and collected as herein provided.

Section 3. AUTHORIZATION OF DISTRICT IMPROVEMENTS. The Improvements are hereby authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the Improvements to be made following the issuance of the Bonds.

Section 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Improvements and the costs to be paid by non-ad valorem special assessments on all specially benefited properties within the District are set forth in Exhibits "A" and "B", respectively, hereto.

Section 5. APPROVAL AND CONFIRMATION OF ASSESSMENT METHODOLOGY. The Master Report is hereby approved and confirmed. The non-ad valorem special assessment or assessments against each respective parcel shown on the final assessment roll, a copy of which is attached hereto and incorporated herein as Exhibit “C”, are hereby equalized, approved, confirmed and levied, and together with interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on each such parcel until paid. Such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental ad valorem taxes and superior in dignity to all other liens, titles and claims as provided in Section 190.021(9), *Florida Statutes*.

Section 6. FINALIZATION OF NON-AD VALOREM SPECIAL ASSESSMENTS. When all of the Improvements have been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs, including financing costs thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. The District shall credit to each non-ad valorem special assessment for the Improvements, the difference between the non-ad valorem special assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Improvements, as finally determined upon completion thereof, but, in no event shall the final amount of any such non-ad valorem special assessment exceed the amount of the benefits originally fixed, determined, ascertained, levied, imposed and assessed hereunder. In making such credits, no discount shall be granted nor credit given for any part of the payee’s proportionate share of any actual bond financing costs, such as capitalized interest, funded reserves, and bond discounts included in the estimated cost of any such Improvements. Subject to the foregoing, such credits shall be entered in the “Improvement Lien Book.” Once the final amount of non-ad valorem special assessments for all of the Improvements has been determined, the terms “special assessment”, “non-ad valorem assessment” or “non-ad valorem special assessment” shall, with respect to each parcel, mean the sum of the costs of the Improvements.

Section 7. PAYMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

1. All non-ad valorem special assessments shall be payable in no more than (30) annual installments, such installments to include principal and interest and be payable at the same time and in the same manner as are ad valorem taxes as prescribed in Chapter 197, *Florida Statutes*.
2. The District hereby elects, under its charter and Section 197.3631, *Florida Statutes*, to use the method of collecting special assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes*. The District has timely taken, or will timely take, all necessary actions to comply with the provisions of Sections 197.3632 and 197.3635, *Florida Statutes*, and any applicable rules adopted pursuant thereto; and, on or prior to the date the Bonds are issued, sold and delivered, the District shall enter into a written agreement with the Property Appraiser and Tax Collector of Miami-Dade County. Such non-ad valorem special assessments shall be subject to all of the collection provisions of Chapter 197, *Florida Statutes*.
3. Notwithstanding the foregoing, the District reserves the right under Section 197.3631, *Florida Statutes*, to collect its non-ad valorem special assessments pursuant to Chapter 170, *Florida Statutes*, and to foreclose its non-ad valorem special assessment lien as provided for by law.

4. All special assessments may be prepaid, in whole or in part at any time, by payment in an amount equal to the principal amount of such prepayment, plus applicable interest accrued to that next interest payment date for the Bonds, which is more than forty-five (45) days after the date of such prepayment. All special assessments are also subject to prepayment in the amounts and at the times set forth in Chapter 170, *Florida Statutes*, provided, however, that the owner of land subject to the Special Assessments may elect to waive such statutory right of prepayment.

Section 8. **SEVERABILITY.** If any section or part of a section of this resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

Section 9. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, only to the extent of such conflict, superseded, amended or repealed as the circumstances may require.

PASSED, ADOPTED and EFFECTIVE this 21st day of January, 2026.

ATTEST:

**BLACK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Attachments:

Exhibit “A” – Engineer’s Report

Exhibit “B” – Master Special Assessment Methodology Report

Exhibit “C” – Final Assessment Roll

ACQUISITION AGREEMENT

This Acquisition Agreement (the “Agreement”) is made and entered into as of this ____ day of _____, 2026 (the “Effective Date”), by and between:

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

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

RECITALS

WHEREAS, the District was expanded by Ordinance No. 25-87, enacted by the Board of County Commissioners (the “County Commission”) of Miami-Dade County, Florida (the “County”) on September 3, 2025 and effective September 13, 2025 (the “3rd Expansion Ordinance”), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community located within the boundaries of the District; and

WHEREAS, the Developer is the developer of the 9.27 +/- acres of lands within a portion of the District, which lands are situated within the unincorporated area of the County and are more particularly described in the 3rd Expansion Ordinance, incorporated by reference (the “3rd Expansion Area”); and

WHEREAS, the lands within the 3rd Expansion Area are owned by the Developer and _____, LLC, a Delaware limited liability company (the “AG Landowner”), which AG Landowner was established for the principal purpose of acquiring and holding real estate, and there have been several residential lots that have been sold to homebuyers; and

WHEREAS, the Developer covenants that pursuant to the Construction Agreement, dated _____, 202__, by and between the Developer and the AG Landowner, as such Construction Agreement may be amended and supplemented from time to time, the Developer has all necessary authority to develop the 3rd Expansion Area, complete the 3rd Expansion Area Project, as later defined herein, and enter into this Agreement with the District; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the 3rd Expansion Area within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the 3rd Expansion Area, including, without limitation, roadway and public

right-of-way improvements, including applicable mobility fees; stormwater management and control facilities, including, but not limited to, related earthwork; water distribution system improvements, including applicable connection fees; sanitary sewer system improvements, including applicable connection fees; certain off-site public improvements, including, but not limited to, perimeter road right-of-way improvements; related incidental costs and improvements; and to pay all or a portion of the design, acquisition and construction cost of said public infrastructure improvements, which public infrastructure systems, facilities and improvements are more specifically described in the 3rd Supplemental Engineer's Report, dated December 5, 2025, prepared by Ford Engineers, Inc. (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"), and in the plans and specifications on file at the office of the District (collectively, the "Improvements" or the "3rd Expansion Area Project"), which Engineer's Report and 3rd Expansion Area Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District desires to acquire from the Developer, and the Developer desires to convey to the District, on the terms and conditions set forth herein, in one or more conveyances, the Developer's rights or interest in the 3rd Expansion Area Project, which consists of the rights and interests in certain public infrastructure improvements ("Improvements") and interests in real property as more particularly described in Exhibit A attached hereto and made a part hereof, which Improvements benefit those 3rd Expansion Area, as described in the Engineer's Report; and

WHEREAS, the District proposes to issue its not-to-exceed \$4,000,000 Black Creek Community Development District Special Assessment Bonds (3rd Expansion Area Project) sometime during the 2026 calendar year (collectively, the "Series 2026 Bonds"), to finance the cost of acquisition of a portion of the Developer's rights or interest in the 3rd Expansion Area Project providing a direct and special benefit to the 3rd Expansion Area, pursuant to a Master Trust Indenture dated as of January 1, 2020 between the District and U.S. Bank Trust Company, National Association, as trustee, or a successor trustee approved by the District (the "Trustee") and a Fourth Supplemental Trust Indenture to be entered into by the District and the Trustee prior to the issuance of the Series 2026 Bonds, as each may be supplemented and amended from time to time (collectively, the "Indenture"); and

WHEREAS, since the 3rd Expansion Area Project provides a direct and special benefit to the lands within the 3rd Expansion Area, it is the intent of the parties that this Agreement shall be applicable to the Series 2026 Bonds; and

WHEREAS, Developer will grant the District those easements or real property interests as determined to be necessary by legal counsel to the District and which permit the District to acquire and/or construct and maintain the 3rd Expansion Area Project within and benefitting the 3rd Expansion Area; and

WHEREAS, any capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Indenture; and

WHEREAS, as a condition of the District acquiring the Improvements that constitute part of the 3rd Expansion Area Project, the Engineer will certify that the Improvements or the portion of the Improvements being conveyed to the District pursuant to this Agreement are part of the 3rd Expansion Area Project and will certify that the cost to be charged to the District for each portion of the Improvements being conveyed to the District pursuant to this Agreement does not exceed the lower of (i) the documented actual cost of such Improvements or (ii) the Engineer's estimated fair market value of such Improvements; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors, successors in title, and assigns (except for homebuyers); and

WHEREAS, the District Board of Supervisors has determined that it is in the best interests of the District, its future landowners and residents to enter into this Agreement and to acquire the Improvements and any interests in real property that are part of the 3rd Expansion Area Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

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

2. APPLICABLE PROVISIONS; MAXIMUM PAYMENT.

2.1 It is contemplated by the parties that the Improvements will be completed and conveyed by the Developer to the District. The provisions of Section 3 and Section 4 hereof are specifically applicable to the conveyance of Improvements comprising the 3rd Expansion Area Project by the Developer to the District. Subject to the next succeeding sentence, the District agrees to pay the Developer subsequent to the issuance of the Series 2026 Bonds, the amount of net proceeds available from the Series 2026 Bonds issued by the District as total payment for all the Developer's rights or interest in the 3rd Expansion Area Project, an amount not to exceed **TWO MILLION NINE HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED NINE AND 00/100 (\$2,969,109.00) DOLLARS** (the "Project Cost"). The parties acknowledge that this Project Cost will exceed the amount of net proceeds available from the Series 2026 Bonds to be issued by the District, in one or more Series, in connection with the 3rd Expansion Area Project. The total payment to be made by the District for all the Developer's rights or interests in the 3rd Expansion Area Project calculated in accordance with and subject to this Agreement shall not exceed the Project Cost or the amount of net proceeds available from the Series 2026 Bonds, whichever is less (the "Purchase Price") deposited into the applicable Series 2026 Acquisition and Construction Account and from monies in the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions (as defined in the Indenture).

2.2 In no event shall the District pay more than the Purchase Price for all of the 3rd Expansion Area Project. In the event that there are not sufficient funds from the available net proceeds of the Series 2026 Bonds and from available money released from the Series 2026 Reserve Account upon satisfaction of the Release Conditions to pay for the 3rd Expansion Area Project, then, the Project Cost shall be reduced to equal the amount of remaining funds available from the net proceeds of the Series 2026 Bonds and available monies in the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements and the interests in real property subject to this Agreement without further right to any additional payments for the Improvements or the interests in real property constituting the 3rd Expansion Area Project. The acquisition of the Developer's rights or interest in the 3rd Expansion Area Project by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indenture relating to the Series 2026 Bonds, the resolution or resolutions authorizing the Series 2026 Bonds, and the Engineer's Report, all of which are incorporated herein by reference. The parties recognize that Developer shall not be paid more than the Purchase Price for the 3rd Expansion Area Project.

2.3 For purposes of the payment provisions of this Agreement, all payments to the Developer shall be made and directed to Lennar Homes, LLC, unless otherwise directed in writing by Lennar Homes, LLC.

3. CONVEYANCE OF IMPROVEMENTS AND REAL PROPERTY.

3.1 In accordance with the terms and conditions of this Agreement, the Developer shall, in one or more conveyances, convey, or cause to be conveyed by the Developer or others, as the case may be, to the District by dedication, special warranty deed, quit claim deed, easement, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the interests in real property and the Improvements from time to time and as the Improvements are completed. At least fifteen (15) days prior to the date of conveyance of any interests in real property (pursuant to Section 3.2 and Section 3.6 below) or Improvements hereunder, the Developer shall provide the District with copies of surveys and as-built plans, if applicable, signed and sealed by the Developer's surveyor and/or engineer of record describing the Improvements and any real property, if applicable, being conveyed. At least ten (10) days prior to the date of conveyance of any interests in real property pursuant to Section 3.2 and Section 3.6 hereunder, the Developer shall provide the District with title insurance, an attorney's opinion of title or other evidence of clear title relating to any interests in real property and Improvements acceptable to the District and its counsel describing the nature of Developer's rights or interest in the real property and Improvements being conveyed, and stating that (i) such interests in real property and Improvements are free and clear of all liens and encumbrances, except as provided herein and except for those encumbrances that do not impair or interfere with any functions of the District, (ii) all governmental approvals necessary to install the Improvements have been obtained, and (iii) the Developer is conveying the complete interest in the Improvements to the District.

3.2 Conveyance of interests in real property. Pursuant to and as more particularly described in the Engineer's Report and as part of the 3rd Expansion Area Project, the Developer is

required, at no cost to the District, to convey or ensure the conveyance of those interests in real property necessary for the District to own, operate and maintain the 3rd Expansion Area Project. With respect to the conveyance of the interests in real property, on the date of the closing on said property, or portions thereof, the Developer shall deliver to the District the following original documents:

- a. Special Warranty Deed or Quit Claim Deed (each, a “Deed”) or Grant of Easement, as provided in the Engineer’s Report;
- b. Attorney’s Opinion of Title;
- c. Owner’s/Seller’s Affidavit;
- d. Bill of Sale for improvements on the property;
- e. Any necessary consent resolutions;
- f. Any assignments or other documents that might be required as part of or in connection with the issuance of the title commitment or opinion of title.

3.3 The parties acknowledge and agree that certain portions of the Improvements may have been or will be constructed in rights-of-way, utility easements, common areas or areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the Improvements may be subject to certain rights of other governmental bodies, public entities, other quasi-public organizations. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights provided such rights are perpetual in nature, and the District shall have free and unencumbered access to such Improvements.

3.4 All terms and conditions of this Agreement apply equally to conveyances made prior to funding from proceeds of the Series 2026 Bonds, and the District shall make payment for such conveyances in accordance with Section 4 below, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to receipt by the District of such funding from proceeds of the Series 2026 Bonds.

3.5 By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

3.6 The Developer further agrees to convey, or have conveyed without monetary consideration, such real property and interests in real property, whether by Deed, easement, or otherwise, from the Developer or other owner(s), as the case may be, so that the District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accordance with the Engineer’s Report. Developer further

agrees to convey or have conveyed, at no cost to the District, such other real property interests in 3rd Expansion Area from the Developer in favor of the District as determined to be necessary by District legal counsel and which permit the District to acquire, own, and operate the 3rd Expansion Area Project within said 3rd Expansion Area.

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

4.1 After receipt by the District of funds from the net proceeds of the Series 2026 Bonds, and in accordance with the terms of the applicable Indenture relating to the Series 2026 Bonds and this Agreement, the District agrees to pay the Developer upon the issuance of the Series 2026 Bonds from available funds for that purpose under the Indenture, as total payment for all of the Developer's and any other grantor's rights or interest in any Improvements to be conveyed to the District, an amount not more than the Purchase Price, which shall not exceed the lesser of the documented actual cost of the Improvements or the Engineer's estimated fair market value of such Improvements, with the exact purchase price to be based on the certificate of the Engineer, and which is subject to the amount of funds available to the District from the net proceeds of the Series 2026 Bonds, to pay for the Improvements. The Purchase Price is inclusive of any mobility fees or connection charges that are part of the 3rd Expansion Area Project, as described in Section 5 of this Agreement and in the Engineer's Report. The Developer shall convey all the Improvements subject to this Agreement without further right to any additional payments for the Improvements except as provided in Section 4.1.1 below, including the mobility fees and connection charges, by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indenture relating to the Series 2026 Bonds, the resolution or resolutions authorizing the Series 2026 Bonds, and the Engineer's Report. The payment of the Purchase Price shall occur in the following manner:

4.1.1 Payment. From time to time subsequent to the Effective Date of this Agreement and subsequent to the receipt by the District of funds from proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions, upon proper requisition as provided by the applicable Indenture relating to the Series 2026 Bonds and upon certification by the Engineer and the Developer in accordance with Section 6 of this Agreement with respect to any portion of the Improvements to be conveyed or already conveyed, the District shall direct the Trustee to pay the Developer such certified amount in one or more installments for each Series of Bonds, as necessary. To the extent that there are sufficient funds available from the net proceeds of the Series 2026 Bonds, including moneys released from the Series 2026 Reserve Account upon satisfaction of the Release Conditions, the District will continue to pay the Developer from such proceeds for certain portions of the Improvements as those portions are conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as the total Purchase Price shall have been paid to the Developer or there are no longer any funds available to the District from the net proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions to pay for the Improvements.

4.1.2 No Additional Payment Obligation. Nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to

the District from the net proceeds of the Series 2026 Bonds or from the Series 2026 Reserve Account upon satisfaction of the Release Conditions to pay for the Improvements.

4.1.3 Maximum Payment. In no event shall the District pay more than the Purchase Price for all of the Improvements, and in the event that there are not sufficient funds from the available net proceeds of the Series 2026 Bonds, or from moneys transferred from the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions to pay for Improvements, then, the Purchase Price shall be reduced to equal the amount of remaining funds available from the available net proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements and real property subject to this Agreement without further right to any additional payments for the Improvements. The acquisition of the Developer's rights or interest in the Improvements and District's payment for the same shall be in accordance with the terms of this Agreement and the applicable Indenture relating to the Series 2026 Bonds and with the resolution or resolutions authorizing the Series 2026 Bonds and the Engineer's Report. Notwithstanding, the parties recognize that the Developer shall not be paid more than the Purchase Price for the Improvements that constitute the 3rd Expansion Area Project.

4.2 No provision of Section 4 shall relieve the Developer of the completion obligations in Section 7 of this Agreement or which may be contained in a separate completion agreement to be entered into by the District and the Developer prior to the issuance of the Bonds (the "Completion Agreement"). Notwithstanding anything else in this Agreement to the contrary, the District and Developer acknowledge that the District's obligation to pay for the 3rd Expansion Area Project is subject to the terms of the applicable Indenture.

4.3 The Developer agrees that water and sewer connection charges and mobility fees, as described in the Engineer's Report are part of the 3rd Expansion Area Project. If the Developer pays the connection charges or mobility fees to the applicable governmental authority, it shall be paying them on behalf of the District. To the extent the proceeds of the Series 2026 Bonds are sufficient, the District shall reimburse the Developer from such proceeds if the Developer makes such payments for connection charges or mobility fees. If the Developer is entitled to any mobility fee credits not included as part of the Purchase Price, the Purchase Price for any component of the 3rd Expansion Area Project that generated the impact fee credits shall be reduced in like amount.

5. CONDITION OF IMPROVEMENTS AND PROPERTY; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Improvements, the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer; and Developer warrants to the District, and to any government entity to which the Improvements may be conveyed by the District, that said Improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any conveyance of Improvements, to assign to the District any warranties associated with or applicable to the Improvements, but only to the extent capable by their terms of being assigned. Notwithstanding any warranty relating to the Improvements contained herein, the District

acknowledges that any interests in real property conveyed hereunder shall be conveyed in "AS IS, WHERE IS" condition, with no representation, warranty, or recourse, excepting that which is provided in any Deed, opinion of title, or title insurance commitment pertaining to the property.

6. CERTIFICATIONS. Before any payment by the District for any portion of the Improvements, the District shall be provided with a certificate (or certificates), signed by the District's Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Improvements (based upon representations of the Developer) or (ii) the fair market value of such Improvements; (b) that said Improvements for which payment is to be made are part of the 3rd Expansion Area Project; (c) that said Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contracts, subcontracts and materialmen that have provided services or materials in connection with such Improvements; (f) that sufficient funds are available from the available net proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions to acquire or construct any remaining portion of the 3rd Expansion Area Project; and (g) that each payment to be received by the Developer pursuant to this Agreement does not constitute a loan of the proceeds of the Series 2026 Bonds to the Developer. If sufficient funds are not available from the available net proceeds of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions to acquire or construct any remaining portion of the 3rd Expansion Area Project, the project completion obligations of Section 7 shall be invoked and applicable.

Final completion of the Improvements is to be provided by the Developer, and such completion shall be evidenced by a certificate of completion signed by the Developer and the District's Engineer and delivered to the District.

7. COMPLETION.

7.1 The Developer covenants that it shall cause the Improvements constituting the 3rd Expansion Area Project to be completed and conveyed and shall convey or cause to be conveyed any interests in real property necessary for the maintenance and operation of the Improvements or the 3rd Expansion Area Project, regardless of whether the proceeds of the Series 2026 Bonds or other amounts available for that purpose under the Indenture are sufficient to cover the costs of such completion and such conveyances. Pursuant to this Agreement and the terms of the Completion Agreement pertaining specifically to the Series 2026 Bonds and 3rd Expansion Area Project by and between the District and the Developer, the Developer hereby agrees to complete or cause to be completed or to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded from the sum

of the available net proceeds of the Series 2026 Bonds issued by the District and from moneys from the Series 2026 Reserve Account as result of satisfaction of the Release Conditions , including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Remaining Improvements”), for the Improvements specially benefiting the lands within the 3rd Expansion Area.

7.2 The Developer acknowledges that the Project Cost will exceed the amount of net proceeds anticipated to be available from the Series 2026 Bonds issued or to be issued by the District.

7.3 Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements or interests in real property from any source other than the proceeds of the Series 2026 Bonds, including amounts from the Series 2026 Reserve Account upon satisfaction of the Release Conditions.

8. APPLICATION OF APPLICABLE INDENTURE. The acquisition of the Developer's rights or interest in any portion or all of the 3rd Expansion Area Project by the District and District's payment for same shall be in accordance with the terms of this Agreement and applicable provisions of the applicable Indenture relating to the Series 2026 Bonds, which are specifically incorporated herein by reference and made a part hereof. In no case shall the cumulative price paid by the District for the 3rd Expansion Area Project exceed the lesser of Project Cost or available net proceeds from the issuance of the Series 2026 Bonds or from moneys transferred from the Series 2026 Reserve Account as a result of satisfaction of the Release Conditions.

9. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors, successors-in-title, and assigns.

10. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

11. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the District and the Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

12. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

13. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially

increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

14. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

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

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

17. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Notwithstanding anything herein to the contrary, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be collected for payment of debt service on the Series 2026 Bonds issued or to be by the District or (b) lessens Developer's obligations in this Agreement without the written consent of the Trustee for the Series 2026 Bonds, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding. The term "Majority" shall mean more than fifty (50%) percent.

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

19. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be

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

20. NO THIRD-PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns (other than homebuyers). Notwithstanding anything herein to the contrary, the Trustee for the Series 2026 Bonds, on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Series 2026 Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

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

22. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld. In addition, the Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Series 2026 Bonds outstanding.

23. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements and the real property which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of the Improvements or interests in real property as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

24. REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of

damages and injunctive relief and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property within the District and owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law. In the event of the Developer's default under this Agreement, the parties agree as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided above and by general application of law, the right to obtain specific performance of the Developer's obligations hereunder.

25. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

26. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Black Creek Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

Developer: Lennar Homes, LLC
5505 Waterford District Drive
Miami, Florida 33126
Attn: Carlos Gonzalez, Vice President

With a copy to: Holland & Knight LLP
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, Florida 33301
Attention: Jonathan Marcus, Esq.

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to

whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Witnesses:

Print Name

By: _____
Teresa Baluja, Chairperson
Board of Supervisors

Print Name

Attest: _____
Armando Silva, Secretary

_____ day of _____, 2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Teresa Baluja, as Chairperson of the Board of Supervisors for **BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Armando Silva, as Secretary of the **BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission:

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:

By: _____
Greg McPherson, Vice President

Print Name

_____ day of _____, 2026

Print Name

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

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

Notary Public
Commission:

Exhibit A

Improvements - 3rd Expansion Area Project

1. Stormwater Management and Drainage Facilities. All stormwater management and drainage facilities for the 3rd Expansion Area Project, including a system of concrete gutters, catch basins, and pipes that route site runoff into underground trenches, as more particularly described in the 3rd Supplemental Engineer's Report, dated December 5, 2025, prepared by Ford Engineers, Inc., as may be further amended and supplemented from time to time by the District (collectively, the "Engineer's Report").
2. Sanitary Sewer System. The sanitary sewer system for the 3rd Expansion Area Project includes 8-inch gravity collection mains with individual lot sewer services and is more particularly described in the Engineer's Report, as well as applicable sanitary sewer connection charges for the 3rd Expansion Area Project.
3. Water Distribution System and Sanitary Sewer System. The water distribution system for the 3rd Expansion Area Project provides potable water for public use and fire protection and includes both transmission and distribution mains along with required valving, fire hydrants and sample points, as more particularly described in the Engineer's Report, as well as applicable water connection charges for the 3rd Expansion Area Project.
4. Roadway/Public Right-of-Way Improvements. The roadway improvements for the 3rd Expansion Area Project consist of public right-of-way improvements benefitting the 3rd Expansion Area, including onsite entry roads and perimeter roadway improvements, as well as applicable mobility fees, all as more particularly described in the Engineer's Report.
5. Other Improvements. Those other, appurtenant, and related public infrastructure components of the 3rd Expansion Area Project, as described and depicted in the Engineer's Report.

ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES, LLC, a Florida limited liability company, and AG ESSENTIAL HOUSING MULTI STATE 1, LLC, a Delaware limited liability company, collectively, pursuant to its authority as developers and grantors of the Declaration of Restrictive Covenant identified below, does hereby assign, and that BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351, hereby assumes the responsibilities for the obligations described in the Declaration of Restrictive Covenant recorded in Official Records Book 33171, Page 901 of the Public Records of Miami-Dade County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Assignment and Assumption is executed by the undersigned this _____ day of _____, 20____.

BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT, a local unit of
special-purpose government

WITNESSES:

By:

Sign _____

Sign _____

Print _____

Print _____

Title: _____

Address: _____

Address: _____

Sign _____

Print _____

Address: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, _____ by _____ as _____ of _____, on behalf of said entity. He or she is__ personally known to me or __ has produced _____ as identification and who take an oath.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large (Seal)

My Commission Expires: _____

ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company, pursuant to its authority as developer and grantor of the Declaration of Restrictive Covenant identified below, does hereby assign, and that BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351, hereby assumes the responsibilities for the obligations described in the Declaration of Restrictive Covenant recorded in Official Records Book 34722, Page 1 of the Public Records of Miami-Dade County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Assignment and Assumption of Obligations is executed by the undersigned this _____ day of _____, 20____.

BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT, a local unit of
special-purpose government

WITNESSES:

By:

Sign_____

Sign_____

Print_____

Print_____

Title: _____

Address: _____

Address: _____

Sign_____

Print_____

Address: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, _____ by _____ as _____ of _____, on behalf of said entity. He or she is__ personally known to me or __ has produced _____ as identification and who take an oath.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large (Seal)

My Commission Expires: _____

RESOLUTION NO. 2026-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, ADOPTING RULES PERTAINING TO MAINTENANCE AND COMPLIANCE WITH THE DECLARATIONS OF RESTRICTIVE COVENANT AND ENGINEERING CONTROL MAINTENANCE PLANS RELATING TO PROTECTION OF GROUNDWATER AND CONTAMINATED SOIL ON PROPERTY LOCATED WITHIN THE DISTRICT BOUNDARIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Black Creek Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, District entered into an assignment and assumption of ~~one (1)~~two (2) Declarations of Restrictive Covenant recorded on May 5, 2022 in Book 33171, Page 901 and April 23, 2025 in Book 34722, Page 1 of the official public records of Maimi-Dade County and also joined and consented to two (2) Declarations of Restrictive Covenant recorded on October 20, 2022 at Book 33430, Page 3682 and on August 18, 2025 at Book 34091, Page 3077 of the official records of Miami-Dade County, accordingly, (hereinafter all Declarations of Restrictive Covenants are referred to collectively at “DRC”), which the District agreed to be responsible for the obligations described in the Engineering Control Maintenance Plans (“ECMP”) dated October 6, 2022 and April 9, 2025, collectively, regarding the engineering control inspection and maintenance of properties within the District boundaries; and

WHEREAS, the District has determined that based upon each respective DRC and ECMP, accordingly, the District will need to inspect and report on the condition of the lands within the boundaries of the District, provide notices to Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (“DERM”) and perform certain repairs, as may be necessary to stay in compliance with DRC and ECMP; and

WHEREAS, District has the need to enact reasonable rules and regulations to perform its obligations under DRC and ECMP regarding inspection and necessary repairs of properties within the District boundaries and ensuring compliance with the respective DRC and ECMP; and

WHEREAS, the District advertised a public hearing for _____, in order to hear and receive comments on the proposed District Rules pursuant to the requirements of Chapter 120, Florida Statutes; and

WHEREAS, after a duly advertised public hearing held on _____, the District Board of Supervisors finds it to be in the best interests of the District to adopt the proposed Rules attached to this Resolution as Exhibit A.

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

Section 1. The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

Section 2. The Rules, DERM Rule 2026-01, attached to this Resolution as Exhibit A, are hereby adopted by the District.

Section 3. The District Manager is hereby directed to distribute this Resolution as required by Chapters 120 and 190, Florida Statutes.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS DAY OF , 2025.

ATTEST:

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman

Exhibit A

DERM RULE 2026-01

**RULES FOR COMPLIANCE WITH DECLARATION OF
RESTRICTIVE COVENANTS AND ENGINEERING
CONTROL MAINTENANCE PLANS AS TO USE OF
PROPERTY WITHIN THE BOUNDARIES OF THE
DISTRICT**

- (1) General. The Black Creek Community Development District (“District”) entered into an assignment and assumption of ~~two (2)~~ Declarations of Restrictive Covenant recorded on May 5, 2022 in Book 33171, Page 901 and April 23, 2025 at Book 34722, Page 1 of the official public records of Miami-Dade County and also joined and consented to two (2) Declarations of Restrictive Covenant recorded on October 20, 2022 at Book 33430, Page 3682 and on August 18, 2025 at Book 34901, Page 3077 of the official public records of Miami-Dade County, Florida, (hereinafter all Declarations of Restrictive Covenants are referred to collectively as “DRC”), which the District agreed that it was responsible for the obligations described in the Engineering Control Maintenance Plans (“ECMP”) dated October 6, 2022 and April 9, 2025, collectively (attached hereto as **Exhibit 1**). Each respective DRC and associated ECMP provide for the inspection, maintenance and reporting requirements regarding properties situated within the District boundaries. The District will conduct certain routine inspections of property within the District boundaries to ensure compliance with each respective DRC and ECMP, require notification by the individual property owners of any penetration of the engineering controls on their property and any interaction with groundwater and reporting to the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (“DERM”). Pursuant to the ECMP, the District is responsible for the maintenance of engineering controls, disclosing environmental conditions to prospective contractors, retention of a Florida licensed professional engineer to oversee and document work performed below the engineering controls, and submit Source Removal Reports and Engineering Control Repair reports, as necessary, as described in DRC and ECMP.
- (2) Inspections. The District shall perform routine inspections under the direct supervision of a professional engineer on a semi-annual basis to determine compliance with the DRC and ECMP. The property owners within the boundaries of the District shall permit the entry of the District personnel to inspect the property owner’s unimproved property in accordance with the associated DRC and ECMP. The property owner shall be notified by the District of the date and general time of the aforementioned inspections.

- (3) Notification. All property owners are required to be in compliance with the DRC. Each property owner shall inform the District, of the following:
- (a) intention of digging holes or trenches which disturb or penetrate the engineering controls on the property owner's property; and
 - (b) intention to interact with groundwater on the property owner's property; and
 - (c) intention to remove soil from property owner's property in contravention of the DRC; and
 - (d) proof of permit issued by Miami-Dade County which provides for all requirements of DRC; and
 - (e) notice of any violations received by Miami-Dade County/DERM regarding or arising out of the requirements of DRC.
- (4) Compliance. Pursuant to the requirements of the respective DRC, the District requires that individual property owners disclose the environmental conditions and requirements of the DRC and the ECMP to prospective contractors, engage a Florida licensed professional engineer to oversee and document work performed on their property, and provide all reports to the District, as required by the ECMP.
- (5) Reporting. It is the responsibility of the District to notify DERM of any violations of the DRC. If the District is made aware of any violations of the DRC, the District will notify the property owner of said violations and advise the property owner to come into compliance therewith.
- (6) Maintenance. In the event of a failure of the property owner to comply with the requirements of the respective DRC, the District has the responsibility to bring the subject property into compliance, including under the ECMP to repair and restore any damage to the engineering controls on the subject property, at the property owner's sole cost and expense. The property owner shall pay all such costs to the District within thirty (30) days of written notice sent by the District to the property owner at the address on file at the County property appraiser for the subject property. If the property owner fails to timely pay all such costs incurred by the District, the District may impose such costs on the property owner as a maintenance special assessment on the subject property.

Specific Authority: §§ 120.54, 190.011(5), 190.012(3), Fla. Stat.
190.012(3), Fla. Stat. Adopted _____