



**BLACK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
FEBRUARY 18, 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
February 18, 2026
10:30 a.m.

A. Call to Order	
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E. Comments from the Public for Items Not on the Agenda	
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The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57929	IPL0276783	Legal Ad - IPL0276783		1.0	82.0L

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

PUBLISHED DAILY
 MIAMI-DADE-FLORIDA

STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

**BLACK CREEK COMMUNITY
 DEVELOPMENT DISTRICT
 FISCAL YEAR 2025/2026**
REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Black Creek Community Development District** (the "District") will hold Regular Meetings at Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126 at **10:30 a.m.** on the following dates:

October 15, 2025
November 19, 2025
February 18, 2026
March 18, 2026
April 15, 2026
May 20, 2026
June 17, 2026
July 15, 2026
August 19, 2026
September 16, 2026

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

**BLACK CREEK COMMUNITY
 DEVELOPMENT DISTRICT**
www.blackcreekcdd.org
PUBLISH: THE MIAMI HERALD
10/03/25
 IPL0276783
 Oct 3 2025

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The 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.

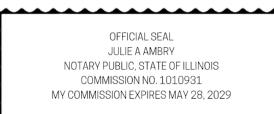
Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

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BLACK CREEK COMMUNITY

DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

REGULAR MEETING SCHEDULE

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BLACK CREEK COMMUNITY

DEVELOPMENT DISTRICT

www.blackcreekcdd.org

PUBLISH: THE MIAMI HERALD

10/03/25

IPL0276783

Oct 3 2025

**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JANUARY 21, 2026**

A. CALL TO ORDER

District Manager Armando Silva called the January 21, 2026, Regular Board Meeting and Public Hearing of the Black Creek Community Development District to order at 10:44 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 Regular Board Meeting and Public Hearing had been published in the newspaper on January 6, 2026 and January 13, 2026, 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: Teresa Baluja, Vanessa Perez, and Raisa Krause.

Staff in attendance included: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and District Counsel Michael Pawelczyk of Billing, Cochran, P.A.

Others in attendance included: Karen Espinosa, resident of the District, residing at 23340 Southwest 133rd Court, Miami, FL 33030.

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. December 5, 2025, Special Board Meeting

Mr. Silva presented the December 5, 2025, Special Board Meeting minutes and asked if there were any comments or revisions. There being no changes:

A **motion** was made by Ms. Baluja, seconded by Ms. Krause and unanimously passed approving the December 5, 2025, Special Board Meeting minutes, as presented.

Note: At approximately 10:45 a.m., Mr. Silva recessed the Regular Board Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING – UNIFORM METHOD

1. Proof of Publication

Mr. Silva presented proof of publication that notice of the Uniform Method of Collection Public Hearing had been published in the *Miami Herald* on December 23, 2025, December 30, 2025, January 6, 2026 and January 13, 2026, as legally required.

2. Receive Public Comments on the Use of the Uniform Method of Collection

Mr. Silva opened the public comment portion of the Public Hearing to receive comments on the use of the uniform method for the levy, collection and enforcement of non-ad valorem assessments for the District and stated that the debt assessments and operation and maintenance assessments, at some time in the future, would be collected on the annual property tax bill by the Miami-Dade County Tax Collector. There being no public comments regarding this matter, Mr. Silva closed the public comment portion of the Public Hearing related to the uniform method of collection, levy and enforcement of non-ad valorem assessments.

3. Consider Resolution No. 2026-01 – Adopting the Uniform Method of Collection of Non-Ad Valorem Assessments

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.

Mr. Silva stated that the Board of Supervisors had previously authorized, by adoption of Resolution No. 2026-01, the intent to use the uniform method of collection, levy and enforcement of non-ad valorem assessments, pursuant to Section 197.3632, Florida Statutes. The District properly noticed the intent to levy non-ad valorem assessments for

the Expansion Area of the District and this Public Hearing was advertised, as legally required. Resolution 2026-01 will authorize the use of the uniform method of collection. A discussion ensued after which:

A **motion** was made by Ms. Baluja, seconded by Ms. Perez and unanimously passed to approve and adopt Resolution No. 2026-01, as presented, thereby authorizing use of the uniform method of collection, levy and enforcement of non-ad valorem assessments, pursuant to Section 197.3632, Florida Statutes.

Note: *At approximately 10:46 a.m., Mr. Silva closed the Public Hearing on the Use of the Uniform Method and simultaneously opened the Public Hearing regarding the Levy of Non-Ad Valorem Assessment.*

H. PUBLIC HEARING – LEVY OF NON-AD VALOREM ASSESSMENTS

1. Proof of Publication

Mr. Silva presented proof of publication that notice of the Levy of Non-Ad Valorem Special Assessments Public Hearing had been published in the *Miami Herald* on May 21, 2024, and May 28, 2024, as legally required.

2. Receive Public Comments Regarding Intent to Levy Special Assessments

Mr. Silva asked if there were any comments from the public as to the proprietary and advisability of the planned improvements and funding the same or a portion thereof with the levy of special assessments on all assessable property within the District. There being no comments from members of the public, Mr. Silva closed the public comments portion of the Public Hearing on the levy of non-ad valorem special assessments.

3. Consider Approval of the Project and Levying of Non-Ad Valorem Special Assessments

Mr. Silva stated that the Board had previously intended to approve the public infrastructure improvements within the District and levy special assessment to pay for the Project improvements, as described in the Engineer's Report dated and accepted by the Board on May 15, 2024, as may be further revised; and as outlined in the Master Special Assessment Methodology Report & Second Supplemental Special Assessment Methodology Report dated and accepted by the Board on May 15, 2024, as may be further revised. Furthermore, Mr. Silva indicated that it would be in order for the Board to make a motion approving the Project, as outlined in the Engineer's Report and to provide for the levying of special assessments to pay for the Project improvements, as outlined in the Master Special Assessment Methodology Report and Second Supplemental Special Assessment Methodology Report. A discussion ensued, after which:

A **motion** was made by Ms. Orozco, seconded by Ms. Perez and unanimously passed approving the Black Creek Community Development District Project and the Levying of

Non-Ad Valorem Special Assessments on all assessable land within the Second Expansion Area of the District.

4. Consider Adjusting and Equalizing of Non-Ad Valorem Special Assessments

Mr. Silva announced, for the record, that the Board would sit as the Equalization Board acting on the fairness and apportionment of the proposed special assessments to pay for the Project improvements. This Equalization Board will hear and consider any and all complaints and/or concerns regarding the special assessments and adjust and equalize the special assessments on a basis of just and right.

Mr. Silva asked if there were any comments from members of the public. There being no comments regarding the special assessments, Mr. Silva called for a motion to confirm the fairness, equity and apportionment of the proposed special assessments for the Project within the District.

A **motion** was made by Ms. Baluja, seconded by Ms. Perez and unanimously passed approving the fairness of the equity and apportionment of the proposed special assessments to pay for the Project within the Third Expansion Area of the District and as such the special assessments are hereby confirmed. Mr. Silva proceeded and closed the meeting of the Equalization Board.

5. Consider Resolution No. 2026-02 – Authorizes the Project, the Intent to Levy Non-Ad Valorem Special Assessments; Intent to Utilize Chapter 197, Florida Statutes 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, Florida Statutes.

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.

Mr. Silva made available at the meeting copies of the resolution's Exhibits A, B, and C. In addition, Mr. Silva explained that Resolution No. 2026-02 summarizes the Board's authority to approve the public infrastructure improvements for the Project lying within the District, the intent to issue bonds for the financing of all or a portion of the District's Project, equalizing, approving, confirming, and levying the non-ad valorem special assessments, payment of the non-ad valorem special assessments and the method of collection for the non-ad valorem special related to all assessable lands within the Third Expansion Area of the District and benefitting from the Project; and it would be in order to consider and approve Resolution No. 2026-02.

A **motion** was made by Ms. Baluja, seconded by Ms. Perez and unanimously passed approving and adopting Resolution No. 2026-02, as presented, thereby approving the Project; and the intent to issue bonds to finance all or a portion of the public improvements for the Project; and equalizing, confirming, and levying of non-ad valorem special assessments; and the payment and method of collection of the non-ad valorem special assessments.

I. OLD BUSINESS

There was no Old Business to discuss.

J. NEW BUSINESS

1. Consider Approval of the Acquisition Agreement (Third Expansion Area)

Mr. Pawelczyk presented the Acquisition Agreement and outlined the purpose of the document with emphasis on the District acquiring certain defined public infrastructure improvements and the payment for the defined improvements. The District anticipates issuing Bonds in one series to finance a portion of the cost of construction of the 3rd Expansion Area Project; therefore, it is anticipated that in addition to acquiring certain completed infrastructure improvements from the Developer, the District will accept the assignment of certain contract rights between the Developer and Contractor(s) (to be named) for implementing/constructing improvements within the scope of the District's 3rd Expansion Area Project.

A **motion** was made Ms. Baluja, seconded by Ms. Perez and unanimously passed approving the Acquisition Agreement (Third Expansion Area), in substantially final form.

2. Discussion Regarding Assignment and Assumption Agreements (Third Expansion Area)

Mr. Pawelczyk presented the Assignment & Assumption Agreement (the "Agreement") between Lennar Homes, LLC (the "Developer" or "Assignor") and the Black Creek CDD (the "Assignee") and provided an explanation for the document, describing the District's rights and ability regarding assignment of certain Development Rights to complete the

Project to the extent that such Development Rights have not been previously assigned, transferred, or otherwise conveyed to Miami-Dade County, Florida, the State of Florida, the District, any utility provider, or other homebuilder, etc.

A **motion** was made Ms. Baluja, seconded by Ms. Perez and unanimously passed approving the Assignment and Assumption Agreements (Third Expansion Area), in substantially final form.

3. Discussion Regarding Resolution Adopting Rules Pertaining to Maintenance and Compliance with the Declaration of Restrictive Covenants and Engineering Control Maintenance Plans Relating to the Protection of Groundwater and Contaminated Soil

Mr. Pawelczyk presented the item and provided an explanation. He stated that the District entered into an Assignment and Assumption of Declaration of Restricted Covenant recorded on May 5, 2022, and also joined and consented to two Declarations of Restricted Covenants recorded in October 6, 2022 and on August 18, 2025. He further stated that, pursuant to said Declarations of Restricted Covenants, the District agreed to be responsible for certain obligations described in the applicable Engineering Control Maintenance Plans dated October 6, 2022, and April 9, 2025, relating to the inspection and maintenance of engineering controls for properties located within the boundaries of the District.

Based upon the applicable Declarations of Restricted Covenants and Engineering Control Maintenance Plans, the District is required to inspect and report on the condition of the lands within the District boundaries, provide required notices to Miami-Dade County, Department of Regulatory and Economic Resources, Division of Environmental Resources (“DERM”), and perform certain repairs, as necessary, to remain in compliance with the Declarations of Restricted Covenants and Engineering Control Maintenance Plans.

Mr. Pawelczyk advised that, in order to perform these obligations, the District must adopt rules and regulations governing such inspections, reporting, and maintenance activities. Accordingly, a public hearing will be scheduled for April 15, 2026, to receive public comments on the proposed District rules, pursuant to the requirements of Chapter 120, Florida Statutes, including the required legal advertisements. He noted that the resolution included in the meeting materials was presented for informational purposes only and will be formally presented for Board consideration at the duly noticed public hearing.

K. ADMINISTRATIVE & OPERATIONAL MATTERS

There were no Administrative or Operational Matters.

L. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member or Staff closing comments.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Baluja, seconded by Ms. Perez and unanimously passed adjourning the Regular Board Meeting and Public Hearing at 10:55 a.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

RESOLUTION NO. 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$2,000,000 BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, SPECIAL ASSESSMENT BONDS, SERIES 2026 (3RD EXPANSION AREA PROJECT) (THE “BONDS”) TO BE ISSUED IN ONE OR MORE SERIES TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN THE SECOND EXPANSION AREA WITHIN THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND ENGINEER’S REPORT; MAKING CERTAIN DECLARATIONS; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND 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 (the “Act”), created by Ordinance No. 19-28, duly enacted by the Board of County Commissioners of Miami-Dade County, Florida (the “BCC”), on April 9, 2019 and becoming effective on April 19, 2019 (the “Original Ordinance”); and

WHEREAS, the Original Ordinance was amended by Ordinance No. 20-127 enacted by the BCC on December 1, 2020 and effective on December 10, 2020 whereby the boundaries of the District (as defined below) were expanded by approximately 95.83 acres (the “First Expansion Area”), by Ordinance No. 24-34 enacted by the BCC on April 16, 2024 and effective on April 26, 2024 whereby the boundaries of the District were further expanded by approximately 9.42 acres (herein, the “Second Expansion Area”) and by Ordinance No. 25-87 enacted by the BCC on

September 3, 2025 and effective on September 13, 2025 whereby the boundaries of the District were expanded by approximately 10.60 acres (the “3rd Expansion Area”); and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction; and

WHEREAS, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2025-10 on December 5, 2025 (the “2nd Authorizing Bond Resolution”), pursuant to which the District authorized the issuance of not to exceed \$4,000,000 of its Special Assessment Bonds to be issued in one or more Series to finance all or a portion of the District’s capital improvement program relating to the development of the herein defined 3rd Expansion Area; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the 2nd Authorizing Bond Resolution; and

WHEREAS, the District did on January 20, 2020 issue its Special Assessment Bonds, Series 2020 pursuant to that certain Master Trust Indenture dated as of January 1, 2020 (the “Master Indenture”) by and between the District and U.S. Bank Trust Company, National Association (the “Trustee”), as successor to U.S. Bank National Association and pursuant to a First Supplemental Trust Indenture dated as of January 1, 2020 by and between the District and the Trustee; and

WHEREAS, the District did on May 27, 2022 issue its Special Assessment Bonds, Series 2022 (Expansion Area Project) pursuant to the Master Indenture and pursuant to a Second Supplemental Trust Indenture dated as of May 1, 2022 by and between the District and the Trustee relating to the First Expansion Area; and

WHEREAS, the District did on August 27, 2024 issue its Special Assessment Bonds, Series 2024 (2nd Expansion Area Project) pursuant to the Master Indenture and a Third Supplemental Trust Indenture dated July 1, 2024 by and between the District and the Trustee relating to the Second Expansion Area; and.

WHEREAS, the Board hereby determines to issue its Black Creek Community Development District Special Assessment Bonds, Series 2026 (3rd Expansion Area Project) in one or more series (collectively, the “2026 Bonds”) in the principal amount of not exceeding \$2,000,000 for the purpose of providing funds to finance a portion of the public infrastructure within the 3rd Expansion Area within the District – specifically related to the “3rd Expansion Area Project” as described in the District’s *3rd Supplemented Engineer’s Report* for Black Creek Community Development District dated December 5, 2025, as supplemented (“Engineer’s Report”); and

WHEREAS, as may be required pursuant to the advise of the District’s Bond Counsel, the Board reserves the right to issue a series of the 2026 Bonds on a taxable basis;

WHEREAS, the 3rd Expansion Area Project is hereby determined to be necessary to coincide with the developer’s plan of development within the Second Expansion Area; and

WHEREAS, there has been submitted to this meeting, with respect to the issuance and sale of the 2026 Bonds, and submitted to the Board forms of:

- (i) a Bond Purchase Contract with respect to the 2026 Bonds by and between FMSbonds, Inc., as the underwriter (the “Underwriter”) and the District, together with the form of a disclosure statement attached to the Bond Purchase Contract pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Bond Purchase Contract”);
- (ii) a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the “Preliminary Limited Offering Memorandum”);
- (iii) a Continuing Disclosure Agreement among the District, the dissemination agent named therein and the obligated parties named therein, substantially in the form attached hereto as Exhibit C; and
- (iv) a Fourth Supplemental Trust Indenture (the “Fourth Supplemental”) between the District and the Trustee, substantially in the form attached hereto as Exhibit D and, together with the Master Indenture, the “2026 Indenture.”

WHEREAS, in connection with the sale of the 2026 Bonds, it may be necessary that certain modifications be made to the *Master Special Assessment Methodology Report* dated May 15, 2024, as supplemented (“Assessment Methodology Report”) and the Engineer’s Report to conform such reports to the final terms of the 2026 Bonds; and

WHEREAS, the proceeds of the 2026 Bonds shall also fund a debt service reserve account, pay capitalized interest, if so required at the time of pricing of the 2026 Bonds, and pay the costs of the issuance of the 2026 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Black Creek Community Development District (the “Board”), as follows:

Negotiated Limited Offering of 2026 Bonds. The District hereby finds that because of the complex nature of assessment bond financings in order to better time the sale of the 2026 Bonds and secure better interest rates, it is necessary and in the best interest of the District that the 2026 Bonds, in the aggregate principal amount of not exceeding \$2,000,000, be sold on a negotiated limited offering basis. The District hereby further finds that it will not be adversely affected if the 2026 Bonds are not sold pursuant to competitive sales.

Purpose. The District has authorized its capital improvement plan for the development of the Second Expansion Area within the District, as set forth in the Engineer’s Report, and hereby authorizes the financing of a portion of the acquisition and construction of certain public infrastructure benefiting the assessable lands within the Second Expansion Area of the District by issuing the 2026 Bonds to finance a portion of such public infrastructure described in the Engineer’s Report and constituting the 3rd Expansion Area Project. The 3rd Expansion Area Project includes, but is not limited to, stormwater drainage facilities including related earthwork, water and sewer facilities, public roadway improvements, and related costs, all as more particularly described in the Engineer’s Report.

Sale of the 2026 Bonds. Except as otherwise provided in the last sentence of this Section 3, the proposal submitted by the Underwriter offering to purchase the 2026 Bonds at the purchase price established pursuant to the parameters set forth below and on the terms and conditions set forth in the Bond Purchase Contract (attached hereto as Exhibit A), are hereby approved and adopted by the District in substantially the form presented. Subject to the last sentence of this Section 3, the Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase Contract in substantially the form presented at this meeting. The disclosure statements of the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a copy of which is attached as an exhibit to the Bond Purchase Contract, will be entered into the official records of the District. The Bond Purchase Contract, in final form as determined by counsel to the District and the Chairperson, may be executed by the District without further action provided that (i) the 2026 Bonds mature not later than the statutory permitted period; (ii) the principal amount of the 2026 Bonds issued does not exceed \$2,000,000; (iii) the interest rate on the 2026 Bonds shall not exceed the maximum interest rate permitted under Florida law; (iv) if the 2026 Bonds are subject to optional redemption, the decision for including such optional redemption, the first optional call date and the redemption price shall be determined on or before the sale date of the 2026 Bonds; and (v) the purchase price to be paid by the Underwriter for the 2026 Bonds is not less than 98% of the principal amount of the 2026 Bonds issued (exclusive of any original issuance discount).

The Limited Offering Memorandum. The Limited Offering Memorandum, in substantially the form of the Preliminary Limited Offering Memorandum (as herein defined and subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the 2026 Bonds and the requirements of the Bond Purchase Contract, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the 2026 Bonds. The District hereby authorizes and consents to the use by the Underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B, in connection with the limited offering of the 2026 Bonds (the “Preliminary Limited Offering Memorandum”). The final form of a Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the 2026 Bonds as shall be deemed advisable by Bond Counsel and counsel to the District, with final approval by the Chairperson. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem “final” the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

Details of the 2026 Bonds. The proceeds of the 2026 Bonds shall be applied in accordance with the provisions of the 2026 Indenture. The 2026 Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the Fourth Supplemental. The execution of the Fourth Supplemental shall constitute approval of such terms as set forth in the 2026 Indenture and this Resolution. The maximum aggregate principal amount of the 2026 Bonds authorized to be issued pursuant to this Resolution and the 2026 Indenture shall not exceed \$2,000,000.

Continuing Disclosure; Dissemination Agent. The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the 2026 Bonds and compliance with Rule 15c2-12 of the Securities and Exchange Commission. Special District Services, Inc. is hereby appointed the initial dissemination agent.

Authorization of Execution and Delivery of the Fourth Supplemental Trust Indenture; Application of Master Indenture. The Board hereby authorizes the use of the Master Indenture with respect to the 2026 Bonds. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary or any Assistant Secretary to attest and authorize the delivery of the Fourth Supplemental between the District and the Trustee. The 2026 Indenture shall provide for the security of the 2026 Bonds and express the terms of the 2026 Bonds. The Fourth Supplemental shall be substantially in the form attached hereto as Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the 2026 Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same upon the advice of Bond Counsel and counsel to the District, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Fourth Supplemental attached hereto as Exhibit D.

Authorization and Ratification of Prior Acts. All actions previously taken by or on behalf of District in connection with the issuance of the 2026 Bonds are hereby authorized, ratified and confirmed.

Appointment of Underwriter. The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the 2026 Bonds.

Book-Entry Only Registration System. The registration of the 2026 Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

Assessment Methodology Report. The Board hereby authorizes any modifications to the Assessment Methodology Report prepared by Special District Services, Inc. in connection with the 2026 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2026 Bonds.

Engineer's Report. The Board hereby authorizes any modifications to the Engineer's Report prepared by Ford Engineers, Inc. in connection with the 2026 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2026 Bonds or modifications to the 3rd Expansion Area Project.

Further Official Action. The Chairperson, the Vice Chairperson, the Secretary and each other member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

PASSED in public session of the Board of Supervisors of the Black Creek Community Development District, this 18th day of February, 2026.

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Name: Armando Silva
Title: Secretary

By: _____
Name: _____
Title: Chairperson/Vice Chairperson
Board of Supervisors

EXHIBIT A
FORM OF BOND PURCHASE CONTRACT

EXHIBIT B

DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT C
FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF FOURTH SUPPLEMENTAL TRUST INDENTURE

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

Attest: _____
Armando Silva, Secretary

Print Name

____ 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.

RETURN TO:
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

**DECLARATION OF CONSENT TO JURISDICTION OF
THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS
AND LIEN OF RECORD (SERIES 2026 BONDS - 3RD EXPANSION AREA)**

The undersigned entities, **MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company, whose address is 600 Brickell Avenue, Suite 1400, Miami, Florida 33131 (the "Landowner"), and **LENNAR HOMES, LLC**, a Florida limited liability company, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126 (the "Developer"), are the owner and developer, respectively, of those certain lands which are described in Exhibit A attached hereto (the "3rd Expansion Area") located within the boundaries of the Black Creek Community Development District (the "District") in unincorporated Miami-Dade County, Florida. The Landowner and the Developer, intending that the Developer, and its respective successors, successors-in-title, and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after April 19, 2019, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the "Act"). Without limiting the generality of the foregoing, the Landowner and the Developer acknowledge that: (a) the petition filed with the Board of County Commissioners (the "County Commission") of Miami-Dade County, Florida (the "County"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 19-28 enacted April 9, 2019 and effective April 19, 2019, was duly enacted by the County Commission in compliance with all applicable requirements of law; (c) the three petitions filed with the County Commission, relating to the expansion of the boundaries of the District contained all matters required by the Act to be contained therein and were filed in the manner and by the persons required by the Act; (d) Ordinance No. 20-127 enacted December 1, 2020 and effective December 11, 2020, was duly enacted by the County Commission in compliance with all applicable requirements of law; (e) Ordinance No. 24-34 enacted April 16, 2024 and effective April 26, 2024, was duly enacted by the County Commission in compliance with all applicable requirements of law; (f) Ordinance No. 25-87 enacted September 3, 2025 and effective September 13, 2025, was duly enacted by the County Commission in compliance with all applicable requirements of law; (g) all members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from April 19, 2019.

2. The Landowner and the Developer, each on behalf of itself, its successors, successors-in-title, and assigns, hereby confirm and agree that the special assessments (the "Series 2026 Special Assessments") imposed by Resolutions 2025-11, 2025-12, and 2026-02, duly adopted by the Board of Supervisors of the District (the "Board") on December 5, 2025, December 5, 2025, and January 21, 2026, respectively (the "Assessment Resolutions"), the Master Special Assessment Methodology Report, Black Creek CDD (Expansion Area Three), dated December 5, 2025, prepared by Special District Services, Inc., as the same may be amended and supplemented from time to time by the District Board of Supervisors in connection with the issuance of the Series 2026 Bonds, as later defined, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all actions necessary to date to levy and impose the Series 2026 Special Assessments, and the Series 2026 Special Assessments are legal, valid and binding first liens upon the 3rd Expansion Area co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles and claims, until paid.

3. The Landowner and the Developer, each on behalf of itself and its successors, successors-in-title, and assigns, including homebuyers/end users, hereby confirm and agree that Series 2026 Special Assessments are due and payable on the due date and in the manner established by the District.

4. The Landowner and the Developer, each on behalf of itself and its successors, successors-in-title, and assigns, including homebuyers/end users purchasing a residential unit subsequent to the recording of this Declaration in the Public Records of Miami-Dade County, Florida, hereby waive the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2026 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2026 Special Assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2026 Special Assessments.

5. The Landowner and the Developer hereby expressly acknowledge, represent and agree that (i) the Series 2026 Special Assessments, the Assessment Resolutions, the terms of the Acquisition Agreement (3rd Expansion Area Project), dated January 21, 2026, by and between the District and the Developer and any Collateral Assignment and Assumption of Development Rights Relating to the 3rd Expansion Area Development to be entered into between the District, the Landowner, and the Developer in connection with the issuance of the Series 2026 Bonds, and this Declaration of Consent to Jurisdiction, dated January 21, 2026 (herein, the "Financing Documents") and which are related to the District's proposed issuance of its not-to-exceed **\$4,000,000** Black Creek Community Development District Special Assessment Bonds, Series 2026 (3rd Expansion Area Project) (the "Series 2026 Bonds") or securing payment thereof, are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the Series 2026 Special Assessments or claims of invalidity, deficiency or unenforceability of the Series 2026 Special Assessments and Financing Documents, the Improvements and the benefit thereof to the 3rd Expansion Area, or any portions thereof (and the Landowner and the Developer hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner and the Developer expressly waives and relinquish any argument, claim or defense that

foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's or the Developer's default, and agrees that (1) the Series 2026 Special Assessments are not a "tax," and (2) immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) the Landowner and the Developer expressly waive and relinquish any argument, claim or defense that the Landowner or the Developer may have regarding the District's collection of the Series 2026 Special Assessments.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2026 Special Assessments is available from Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (or any successor District Manager or Collection Agent).

THE DECLARATIONS, ACKNOWLEDGEMENTS, WAIVERS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER, THE DEVELOPER AND ON ALL PERSONS (INCLUDING CORPORATIONS, PARTNERSHIPS, LLCs, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES, WHATEVER FORM) TAKING TITLE TO ALL OR ANY PART OF THE 3RD EXPANSION AREA, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE 3RD EXPANSION AREA IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION. SECTIONS 1, 2, AND 5 ABOVE SHALL NOT BE DEEMED TO BE APPLICABLE TO HOMEBUYERS/END USERS. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY ANY PARTY TO THIS DECLARATION AS TO THE TRUTH OR ACCURACY OF THE MATTERS SET FORTH IN SECTIONS 1, 2, OR 5(i) OF THIS DECLARATION. END-USERS PURCHASING A UNIT FROM DEVELOPER SUBSEQUENT TO THE RECORDING OF THIS DECLARATION IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA ARE BOUND BY THE TERMS OF PARAGRAPH 4 HEREOF. THIS DECLARATION IS INTENDED TO BE A WAIVER AS AGAINST ANY PARTY DEEMED TO HAVE PROVIDED THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED IN THIS DECLARATION AND SUCH PARTIES HEREBY WAIVE ANY DEFENSE AS TO VALIDITY, LEGALITY AND ENFORCEMENT AGAINST SUCH PARTY AS TO THE MATTERS CONTAINED IN THIS DECLARATION.

Effective the 21st day of January, 2026.

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LANDOWNER:

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

By: **MILLROSE PROPERTIES
HOLDINGS, LLC**, a Delaware
limited liability company, as Member

Witnesses:

Print Name _____

Address _____

Print Name _____

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 _____, 2026, by _____, _____ of **MILLROSE PROPERTIES HOLDINGS, LLC**, a Delaware limited liability company, as Member of **MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company, for and on behalf thereof, who is personally known to me or has produced _____ as evidence of identification..

Notary Public

(SEAL)

Name: _____
(type or print)

My Commission Expires:

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:

By: _____
Greg McPherson, Vice President

Print Name

Address: 5505 Waterford District Drive
Miami, Florida 33126

_____ day of _____, 2026

Print Name

Address: 5505 Waterford District Drive
Miami, Florida 33126

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 and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

Exhibit A

3RD EXPANSION AREA

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN BY METES AND BOUNDS AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S00°40'36"E, ALONG THE EAST LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR A DISTANCE OF 1349.87 FEET; THENCE S89°00'03"W, ALONG THE SOUTH LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR A DISTANCE OF 341.05 FEET; THENCE N00°45'30"W, ALONG THE WEST LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR A DISTANCE OF 1349.07 FEET; THENCE N88°52'09"E, ALONG THE NORTH LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR A DISTANCE 342.97 FEET TO THE POINT OF BEGINNING.

ALL LANDS HEREIN DESCRIBED ARE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 461,523 SQUARE FEET AND/OR 10.60 ACRES, MORE OR LESS.

RESOLUTION NO. 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT FINDING AND DECLARING THE SERIES 2022 PROJECT TO BE COMPLETE; ACCEPTING SAME; AND ESTABLISHING THE THIRTY (30) DAY PERIOD PROVIDED IN SECTION 170.09, *FLORIDA STATUTES*, WITHIN WHICH PROPERTY OWNERS WITHIN THE BOUNDARIES OF THE EXPANSION AREA OF THE DISTRICT MAY PRE-PAY THEIR DEBT ASSESSMENTS WITHOUT INTEREST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 190.046, Florida Statutes, the boundaries of the Black Creek Community Development District (the “District”) were expanded to add the 1st Expansion Area to the District pursuant to Ordinance No. 20-127 of Miami-Dade County, Florida, December 1, 2020, effective December 11, 2020; and

WHEREAS, Section 190.012, *F.S.*, authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructure for public benefit including, but not limited to, stormwater management and control facilities, including, but not limited to, related earthwork; water distribution system improvements, including connection fees; sanitary sewer system improvements, including connection fees; roadway and public right-of-way improvements, including impact fees; if determined necessary, the acquisition of interests in land relating thereto; and related incidental costs; and to pay all or a portion of the design, acquisition and construction cost of said public infrastructure improvements (the “2022 Project” or the “Expansion Area Project”), which 2022 Project is more particularly described in the Supplemental Engineers Report for Black Creek Community Development District, dated February 3, 2021, as amended from time to time (the “Engineer’s Report”), which Engineer’s Report was prepared by Ford Engineers, Inc. (the “District Engineer”); and

WHEREAS, in order to provide funding for such public infrastructure improvements to serve the development of the lands located within the District’s 1st Expansion Area boundaries, the District issued on May 27, 2022 its \$17,735,000 Black Creek Community Development District Special Assessment Bonds, Series 2022 (Expansion Area Project) (the “Series 2022 Bonds”); and

WHEREAS, the specific public infrastructure improvements funded by the District through the issuance of the Series 2022 Bonds (the “Improvements”) (a/k/a the “2022 Project”) are described in the Engineer’s Report; and

WHEREAS, in order to provide the revenue necessary to pay the debt service on the Series 2022 Bonds, the District’s Board of Supervisors adopted Resolution No. 2021-06 on March 10, 2021, pursuant to Section 170.05, *F.S.*, levying debt special assessments on the lands located in the District’s 1st Expansion Area boundaries benefitted by the 2022 Project; and

WHEREAS, Section 170.09, *F.S.* provides that the owners of parcels of non-exempt real property within the District’s 1st Expansion Area boundaries that is subject to such a debt special assessment may pay his/her/its pro rata share of the special assessment without interest at any time

within thirty (30) days after the 2022 Project is completed and a resolution accepting same has been adopted by the governing authority of the District; and

WHEREAS, the District Engineer has submitted a certificate dated January 28, 2026 to the District Board of Supervisors certifying to the District that the 2022 Project has been completed, a copy of which certificate is attached hereto as Exhibit "A";

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

1. The 2022 Project, funded through the issuance of the Series 2022 Bonds is hereby declared to be complete and, by adoption of this Resolution, is accepted by the District.
2. Unless otherwise waived by a property owner expressly or by operation of law, the 30-day period provided in Section 170.09, *F.S.*, shall run from the date of adoption of this Resolution, within which period the owners of non-exempt real property within the District shall have the right to pre-pay without interest the debt special assessment allocated to their non-exempt real property.
3. This Resolution shall be effective upon adoption by the District Board of Supervisors.

PASSED, ADOPTED and EFFECTIVE this 18th day of February, 2026.

ATTEST:

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Print name: _____

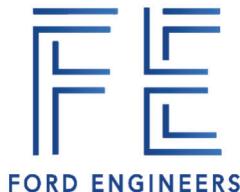
Print name: _____

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

EXHIBIT "A"

DISTRICT ENGINEER'S CERTIFICATE



January 28, 2026

Ms. Teresa Baluja, Chairwoman
Black Creek Community Development District
c/o Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

RE: Black Creek CDD Series 2022 Project Infrastructure Completion Certification

Dear Ms. Baluja,

I have reviewed certain documentation including invoices, proposals, plans, and specifications for the Black Creek Community Development District (CDD) Series 2022 Project, the Engineer's Report for the Black Creek CDD, and other documents related to the infrastructure improvements intended to be funded by the Series 2022 Special Assessment Bond issued by the Black Creek CDD.

The improvements intended to be funded by the Series 2022 Special Assessment Bond as described in the Engineer's Report and Final Assessment Methodology Report have been completed in substantial conformance with the plans and specifications for such improvements. Improvements consisting of missing traffic control signs and missing pavement markings totaling approximately \$401.00 have yet to be completed, however they are required to be funded by Developer contributions (see Exhibits A & B). Please note that these costs are based on unit pricing from the original 2021 construction contract, and prices may be higher at current market rates. With this document, I hereby certify this CDD work substantially complete.

Sincerely
FORD ENGINEERS, INC.
By,



Manuel Echezarreta, P.E.
P.E. License No. 24595

cc: Armando Silva, Special District Services, Inc.

EXHIBIT "A"

Project: Kendall Assemblage North - CDD Transfer
Report date: 28 Jan 2026 6:03:03 am
Generated by: Valentin Prieto
Email: val@vpgiconsulting.com

VPGI Consulting
Civil/Infrastructure Site Representation
8724 SW 72nd Street, #41
Miami, Florida 33173
(305) 984-6606

Kendall Assemblage North - CDD Transfer

January 21, 2026

General Observations:

- All landscape, green areas and sodded areas are in good condition and well maintained.
- Concrete elements - sidewalks, valley gutters, aprons, curbing - are in fair to good condition and within acceptable construction allowances.
- Asphalt pavement in good condition throughout.
- All pavement markings are per approved plans, unless otherwise noted below.
- All signage is per approved plans, unless otherwise noted below.

REPORT DETAILS

Capture date: 20 Jan 2026
Captured by: Valentin Prieto

CONTENTS

Report items: 14
Photos: 14

[View online](#)



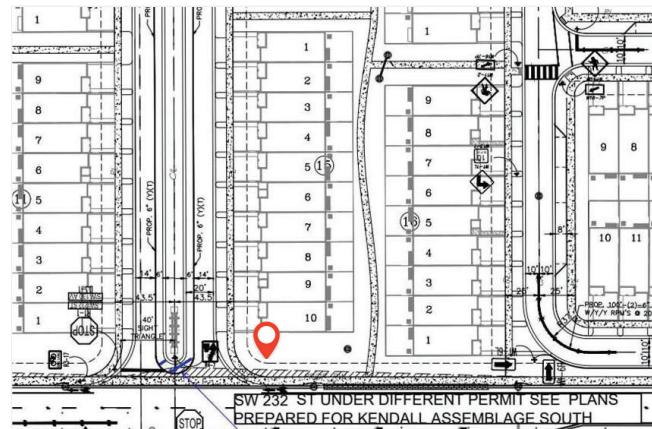
Item 1

ID: A002

Folder: Kendall Assemblage North ST-3

20 Jan 2026

Landscape area well maintained.



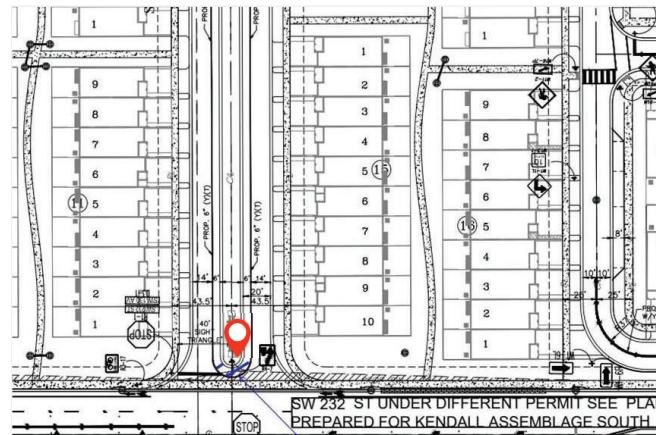
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ID: A003

Folder: Kendall Assemblage North ST-3

20 Jan 2026

Missing R4-7 signage.

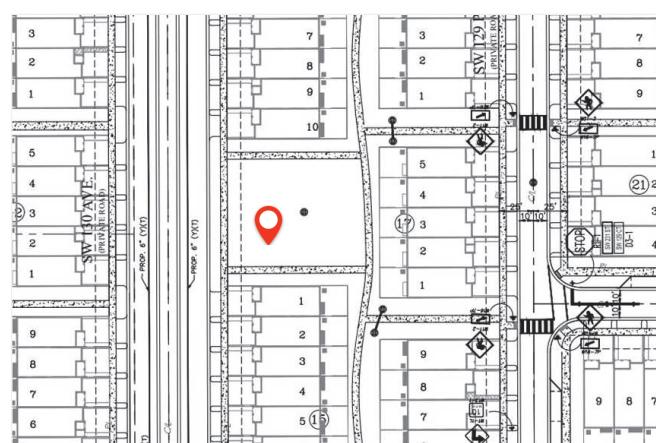
**Item 3**

ID: A004

Folder: Kendall Assemblage North ST-3

20 Jan 2026

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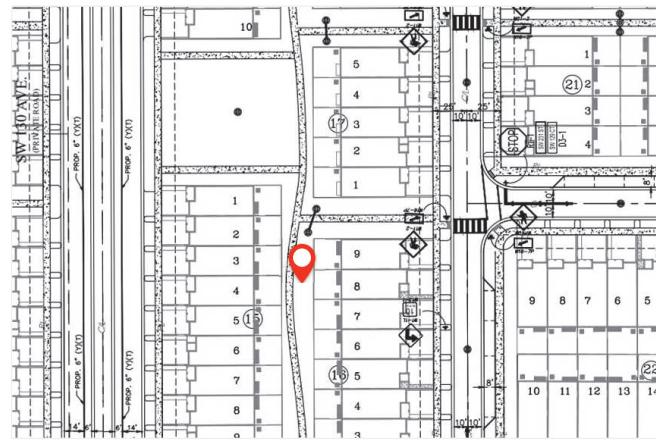


Item 4**ID: A005**

Folder: Kendall Assemblage North ST-3

20 Jan 2026

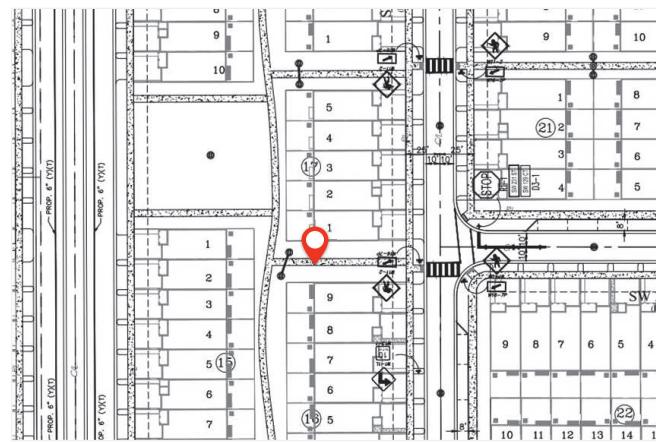
Landscape area well maintained.

**Item 5****ID: A006**

Folder: Kendall Assemblage North ST-3

20 Jan 2026

Landscape area well maintained.



Item 6

ID: A007

Folder: Kendall Assemblage North ST-3

20 Jan 2026

Landscape area well maintained.

**Item 7**

ID: A008

Folder: Kendall Assemblage North ST-3

20 Jan 2026

Landscape area well maintained.



Item 8

ID: A009

Folder: Kendall Assemblage North ST-3

20 Jan 2026

Landscape area well maintained.

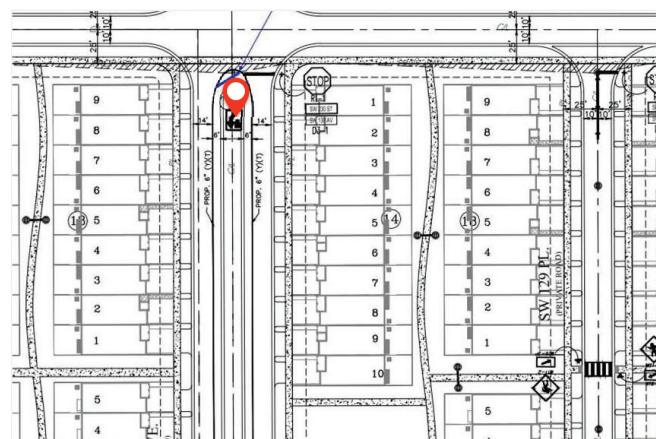
**Item 9**

ID: A010

Folder: Kendall Assemblage North ST-3

20 Jan 2026

Missing R4-7 signage.



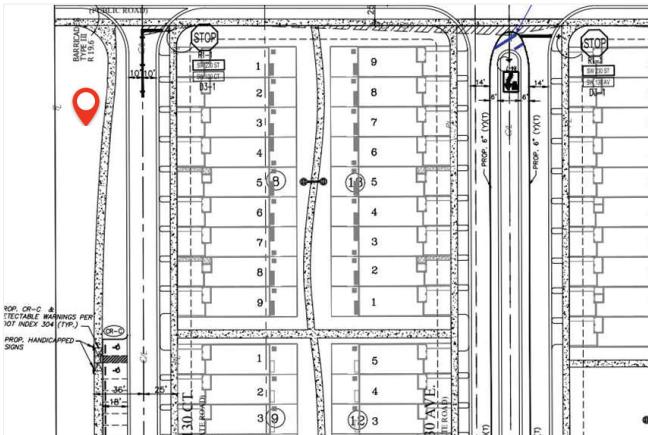
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ID: A012

Folder: Kendall Assemblage North ST-3

20 Jan 2026

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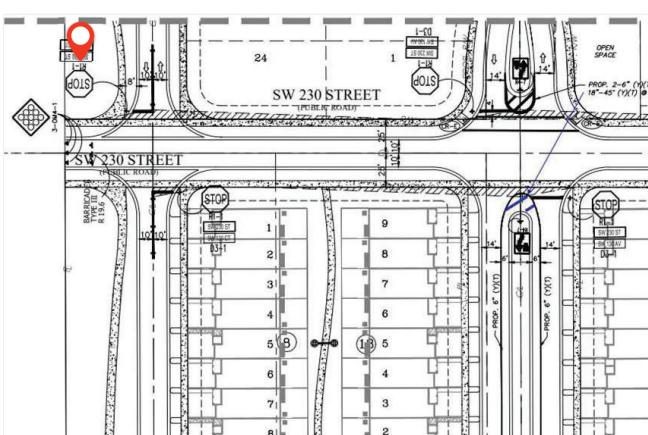
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ID: A013

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20 Jan 2026

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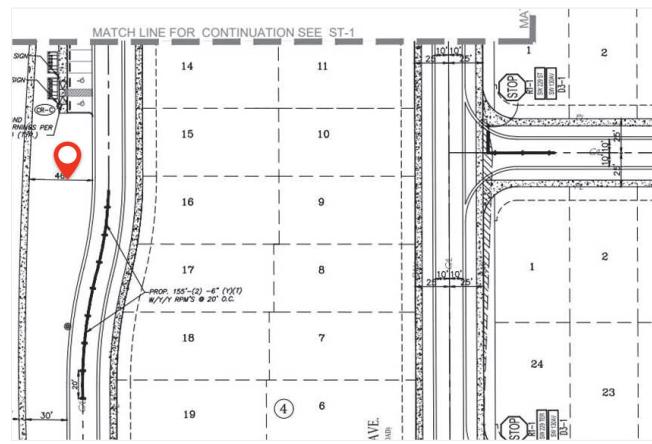
Item 12

ID: A014

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20 Jan 2026

Landscape area well maintained.

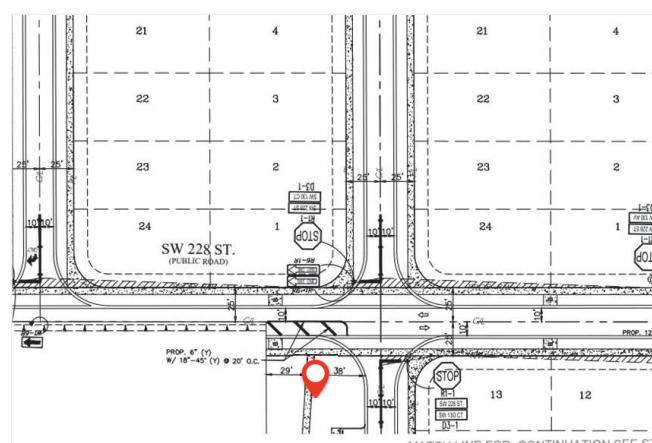
**Item 13**

ID: A015

Folder: Kendall Assemblage North ST-1

20 Jan 2026

Landscape area well maintained.

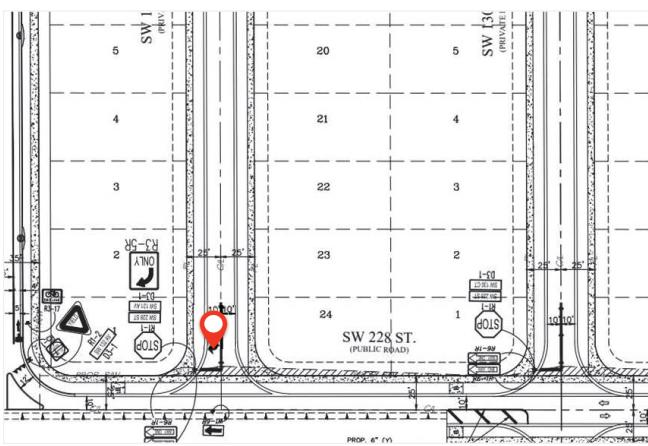
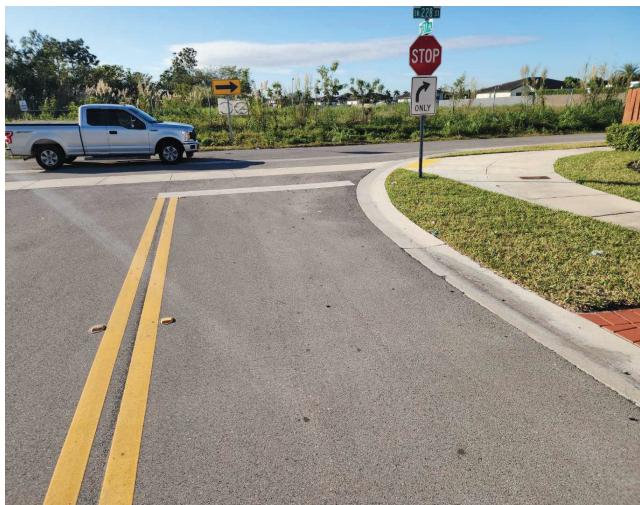
**Item 14**

ID: A016

Folder: Kendall Assemblage North ST-1

20 Jan 2026

Missing Turn Arrow pavement marking.



ESTIMATE OF MISSING/DAMAGED INFRASTRUCTURE NOTED IN EXHIBIT A

A.	Signs & Markings: Onsite (2nd Lift - One Time Only)	Qty.	U/M	Unit	AMOUNT	CDD-ELIGIBLE	TOTAL
	R4-7 (Keep Right)	2	EA	\$ 187.00	\$ 374.00	\$ 374.00	\$ 374.00
	White Directional Arrow (T)	1	EA	\$ 27.00	\$ 27.00	\$ 27.00	\$ 27.00
	Subtotal Signs & Markings: Onsite (2nd Lift - One Time Only)				\$ 401.00	\$ 401.00	\$ 401.00

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael J. Pawelczyk, Esq.
Billing Cochran, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

**LIEN OF RECORD OF THE
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given this _____ day of _____, 2026 that the Black Creek Community Development District (the “District”), a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980 (the “Act”), enjoys a governmental lien of record on the property referred to as the District Lands, as described in Exhibit “A” attached hereto. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles, and claims until paid pursuant to the Act and other applicable law. The District’s lien secures the payment of special assessments levied in accordance with the Act and other applicable law, for the purpose of funding the District’s operating and maintenance expenses, and to pay the District’s bond indebtedness for the purpose of funding various improvements incurred by the District in connection with the issuance of \$_____ Black Creek Community Development District Special Assessment Bonds, Series 2026 (3rd Expansion Area Project). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
561-630-4922

**THIS CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 190.021,
FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF THE
FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Witnesses:

By: _____

Print name: _____

Teresa Baluja, Chairperson
Board of Supervisors

Address: 5505 Waterford District Drive
Miami, FL 33126

Print name:

ATTEST:

Address: 5505 Waterford District Drive
Miami, FL 33126

By: _____
Armando Silva, Secretary

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

Exhibit "A"

LEGAL DESCRIPTION – 3RD EXPANSION AREA

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN BY METES AND BOUNDS AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S00°40'36"E, ALONG THE EAST LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR A DISTANCE OF 1349.87 FEET; THENCE S89°00'03"W, ALONG THE SOUTH LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR A DISTANCE OF 341.05 FEET; THENCE N00°45'30"W, ALONG THE WEST LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR A DISTANCE OF 1349.07 FEET; THENCE N88°52'09"E, ALONG THE NORTH LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE NORTHEAST 1/4, OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR A DISTANCE 342.97 FEET TO THE POINT OF BEGINNING.

ALL LANDS HEREIN DESCRIBED ARE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 461,523 SQUARE FEET AND/OR 10.60 ACRES, MORE OR LESS.

3rd Supplemental Engineer's Report for
Black Creek Community Development District
(3rd Expansion Area)

Prepared For:

Board of Supervisors
Black Creek Community Development District
Miami-Dade County, Florida

December 5, 2025
Revised February 11, 2026

Prepared by:



Ford Engineers, Inc.
1950 NW 94th Avenue, 2nd Floor
Doral, Florida 33172

TABLE OF CONTENTS

- I. OVERVIEW
- II. DESCRIPTION OF 3rd EXPANSION AREA PROJECT
- III. OWNERSHIP AND MAINTENANCE AUTHORITY
- IV. ESTIMATED COST OF 3rd EXPANSION AREA PROJECT
- V. CONCLUSION

EXHIBITS:

- Exhibit "A" – 3rd Expansion Area Location Map
- Exhibit "B" – Siena Reserve West Subdivision Plat

I. OVERVIEW

This 3rd Supplemental Engineer’s Report (the “Report”) was prepared by Ford Engineers, Inc., as authorized by the Black Creek Community Development District (the “CDD” or the “District”). This Report supplements the previous District Engineer’s Reports for the District dated May 1st, 2019, February 3rd, 2021, and July 8th, 2024. The District including the 3rd Expansion Area is located in unincorporated Miami-Dade County.

This Report generally describes the proposed improvements (the “3rd Expansion Area Project” or “Public Infrastructure Improvements”) needed to serve the residential development within the expanded area within the District (herein the “3rd Expansion Area”), the estimated costs and benefits associated with implementing such improvements and recommendations. This Report is intended to be used as a representation of costs for construction and financing purposes. Detailed construction plans and specifications have been prepared and required permitting is complete for the Public Infrastructure Improvements described in this Report.

The Public Infrastructure Improvements will be located within the 3rd Expansion Area representing ±10.6 gross acres of land adjacent to the current District boundary and will be integrated into the overall system of infrastructure improvements of the District (see Exhibit A). The 3rd Expansion Area is generally 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. These Public Infrastructure Improvements will serve a residential development known as Siena Reserve West within the 3rd Expansion Area comprising 73 townhomes (see Exhibit B). These Public Infrastructure Improvements will be completed by Lennar Homes, LLC, the developer of the 3rd Expansion Area (the “Developer”), and will be acquired in whole or in part by the CDD with proceeds of debt issued by the CDD at the lower of cost or fair market value.

The Public Infrastructure Improvements to be partially financed by the District include site clearing, earthwork, drainage pipes, water mains, collector roadway construction, and

gravity sewer. Neither site clearing nor earthwork on the assessable lands within the District will be part of the 3rd Expansion Area Project. The 3rd Expansion Area Project described herein will directly and specifically benefit the landowners and the future residents living within the boundaries of the 3rd Expansion Area within District. General and incidental benefits will accrue to the landowners within the District but outside of the 3rd Expansion Area and to the general public.

II. DESCRIPTION OF 3RD EXPANSION AREA IMPROVEMENTS

The proposed Public Infrastructure Improvements constituting the 3rd Expansion Area Project will generally consist of the following:

1. Storm Water Management System (including Earthwork)
2. Sanitary Sewer System (including applicable Connection Fees)
3. Water Distribution System (including applicable Connection Fees)
4. Roadway / Public Right-of-Way Improvements (including Mobility Fees)
5. Miscellaneous – Civil Engineering, Surveying, Inspections, Planning, Design, Permitting and Fees, Insurance, Appraisals, Legal, Administrative and Project Management

The District has the power to finance, fund, construct and acquire any of the above Public Infrastructure Improvements. The District also has the power to own, maintain, and operate the above Public Infrastructure Improvements, and may also convey portions of the Public Infrastructure Improvements to other local governmental entities for future operations and maintenance. The Public Infrastructure Improvements required for complete project development for the 3rd Expansion Area but not funded by the District will be constructed and funded by the Developer. The 3rd Expansion Area Project, as outlined herein, is necessary for the development of the 3rd Expansion Area Project and provides a direct and special benefit to the assessable lands within the 3rd Expansion Area of the District.

1. Storm Water Management System

Within the 3rd Expansion Area boundaries, the storm water management system will consist of a system of concrete gutters, catch basins, and pipes that route site runoff into underground trenches. Portions of the storm water management system will be located within public rights-of-way and other portions will be within private roadways within the townhome portion of the 3rd Expansion Area. The storm water management system is designed in accordance with the South Florida Water Management District (SFWMD), Miami-Dade County Department of Regulatory and Economic Resources (RER), and Miami-Dade County Public Works Department standards. These regulations set minimum criteria for water quality treatment and flood protection. The 3rd Expansion Area's storm water management design criteria will adhere to these agencies' design criteria. The District will not finance any of the storm water management system within the private roadways.

The Federal Emergency Management Agency (FEMA) flood zone elevation for the property is designated as Zone "X". The minimum finished floor elevations for the 3rd Expansion Area Project have been established based on the FEMA, Miami-Dade County, and SFWMD design requirements. The CDD's 3rd Expansion Area Project does not include elevating or the grading of the developable lots.

2. Sanitary Sewer System

The Miami-Dade County Water and Sewer Department "WASD" is the public utility providing the sanitary sewer service to the 3rd Expansion Area. The wastewater facilities being constructed as part of the District will include 8-inch PVC gravity collection mains with individual lot sewer services. Connection fees paid by the Developer on behalf of the District are included as part of the cost of the sanitary sewer system but are not creditable. The sanitary sewer system will be conveyed by the District to WASD.

3. Water Distribution System

WASD is the public utility providing potable water for public use and fire protection to the entire 3rd Expansion Area. The potable water will include both transmission and distribution mains along with the required valving, fire hydrants and sample points. To serve the residential demands, 8-inch potable distribution water mains, including individual lot services and fire hydrants, will be constructed within the development. Connection fees paid by the Developer on behalf of the District are included as part of the cost of the water distribution system but are not creditable. The water distribution system will be conveyed by the District to WASD.

4. Roadway / Public Right-of-Way Improvements

In accordance with the conditions required by Miami-Dade County for approval of the Development, roadway improvements for all public rights-of-way within the 3rd Expansion Area of the District are required to be constructed. The 3rd Expansion Area will contain private roadways that will not be financed by the District. Perimeter roadway improvements to SW 232nd Street, SW 133rd Avenue, and SW 236th Street are also required for the purposes of access to the District. These improvements include roadway construction, signage/pavement markings, and mobility fees paid by the Developer on behalf of the District. Such mobility fees are not creditable.

5. Miscellaneous

The miscellaneous item includes fees for engineering, surveying, utility crossings, permitting, legal, administrative, etc. In our opinion these estimates are reasonable. None of these fees relate to work performed or to be performed by the Developer in connection with the development of the developable lots. No utility lines on private property will be financed by the District.

Miami-Dade County imposes fees on the contractor for every construction permit issued by the County. These fees vary depending on the type of work involved and are usually based on a percentage of the total cost of the work. The 3rd Expansion Area Project does not include any fees to be paid by the Developer for development of the developable lots.

Engineering and surveying services are required for the design, permit processing, inspection, construction monitoring, and project certifications for the public infrastructure constituting the 3rd Expansion Area Project.

III. OWNERSHIP AND MAINTENANCE AUTHORITY

WASD provides the water and sewer service to the site as noted previously. Adequate water and sewer capacity is available to serve the 3rd Expansion Area. WASD will own and operate the public water improvements and public sewer improvements within the 3rd Expansion Area following the completion and acceptance of those systems. Initially, the District will acquire these systems and then dedicate the same to WASD. All financed water and sewer improvements will be on land for which the District or Miami-Dade County has or will have a permanent easement upon completion of such Public Infrastructure Improvements.

The roadways and surface water management system located in public rights-of-way within the 3rd Expansion Area will be constructed by the Developer, acquired by the District, and conveyed to, operated, and maintained by Miami-Dade County. Private roadways within the 3rd Expansion Area will be constructed by the Developer and owned and operated by the Homeowner's Association. All these financed improvements constituting part of the 3rd Expansion Area Project will be within public rights-of-way or on land owned by the District or for which the District has or will have a permanent easement upon completion of such Public Infrastructure Improvements.

IV. ESTIMATED COST OF 3RD EXPANSION AREA PROJECT

The estimated total cost of Public Infrastructure Improvements constituting the 3rd Expansion Area Project is **\$2,969,109**. A summary breakdown of those costs by Development category is as follows:

Roadway Construction (including Mobility Fees)	\$ 889,582
Stormwater Management and Drainage	\$ 778,037
Water Distribution (including applicable Connection Fees)	\$ 641,175
Sewage Collection System (including applicable Connection Fees)	\$ 660,315
TOTAL	\$ 2,969,109

*Estimated costs include 15% construction contingency and 10% permit fees.

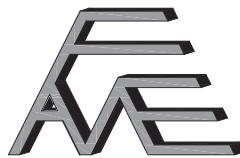
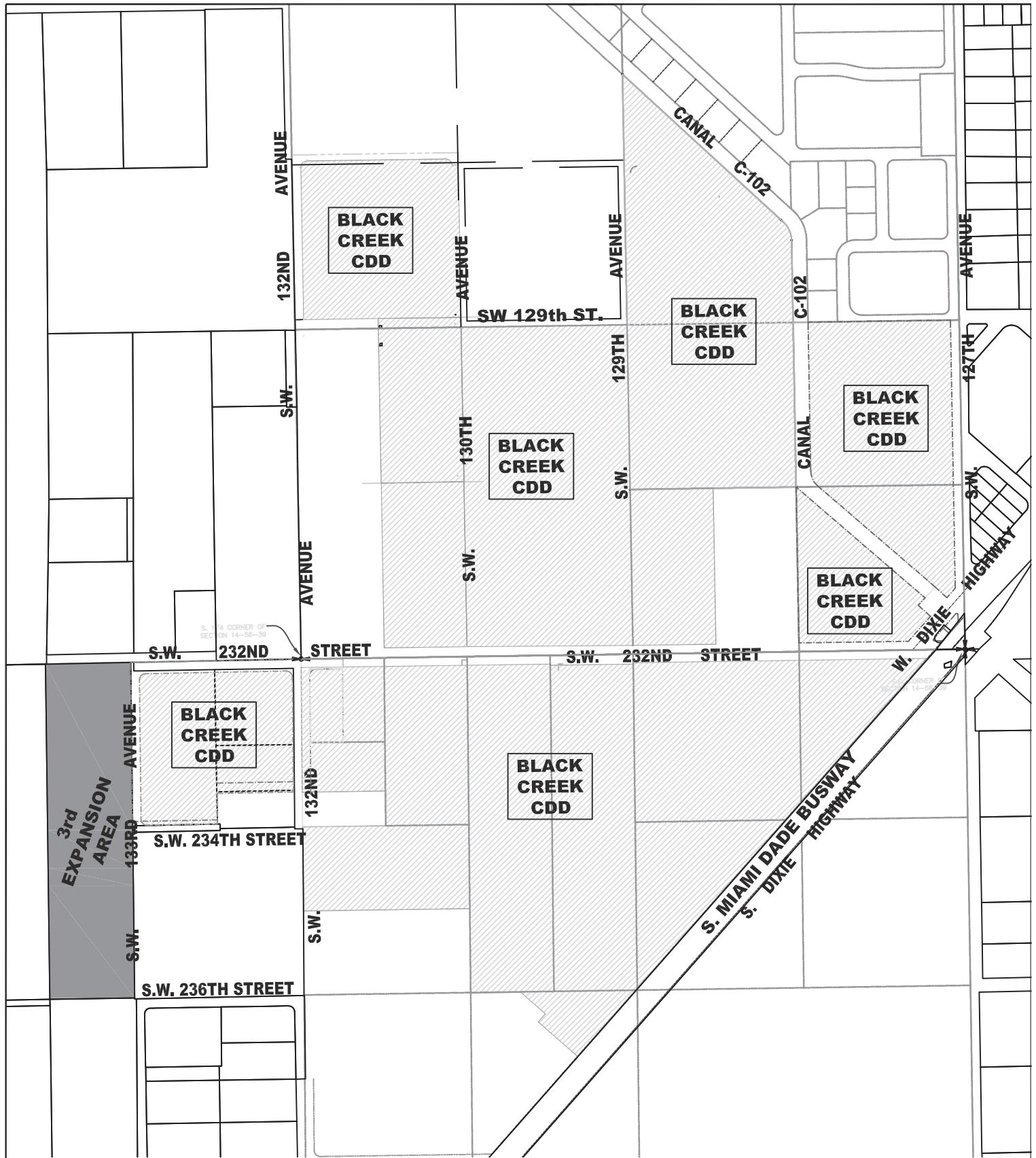
V. CONCLUSION

The costs of the proposed 3rd Expansion Area Project will be allocated to residential townhome units within the 3rd Expansion Area portion of the District in the form of non-ad valorem special assessments levied by the District in accordance with the approved assessment methodology. Items of construction in this Report are based on quantities taken from contractor applications for payment and approved engineering plans. The direct and special benefit to such residential units derived from the 3rd Expansion Area Project will be at least equal to the costs set forth in this Report. Notwithstanding the cost estimates set forth in this Report, it is understood that the District will pay the lesser of the actual cost of the public infrastructure comprising the 3rd Expansion Area Project or the fair market value thereof.

During development and implementation of the proposed improvements identified in this Report, it may be necessary to make certain modifications and deviations to the Public Infrastructure Improvements. If such deviations or modifications do not change the

overall primary objective of this Report, then such changes will not materially affect the Report.

Consulting Engineer



FORD ENGINEERS, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

PROJECT:	BLACK CREEK CDD 3RD EXPANSION AREA		
sheet name:	LOCATION EXHIBIT (SIENA RESERVE WEST)		
prepared for:	BLACK CREEK CDD		
miami-dade county, fl			
project no:	18-016	date:	11-20-25
scale:	1" = 350'		

STEINA RESERVE WEST

A SUBDIVISION OF THE EAST HALF, OF THE WEST HALF, OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF SECTION 23, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

P.B. 178 PG. 73²
SHEET 2 OF 4
FORD ARMENTEROS & FERNANDEZ, INC.
1980 NW 54TH AVENUE, 2ND FLOOR
MIAMI, FLORIDA 33172
PH: (305) 475-8412
FAX: (305) 475-2865
JUNE, 2024



IN WITNESS WHEREOF:

THAT SAID MILLROSE PROPERTIES FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND AFFIDED TO THE NOTARY PUBLIC AND ITS COMPANY SEAL TO BE PREPARED IN THE PRESENCE OF THESE TWO WITNESSES ON THIS 18 DAY OF June, 2024.

BY: John McPherson
A FLORIDA LIMITED LIABILITY COMPANY

NAME: John McPherson
TITLE: VP (Vice President)

WITNESSES:

1) John Hawick 2) John Romeo
NAME: John Hawick PRINT NAME: John Romeo
TITLE: President

ACKNOWLEDGEMENT:

STATE OF FLORIDA S.S.

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, BRIANNA LAMAR, AN OFFICER DULY AUTHORIZED TO SIGN AND TAKE ACKNOWLEDGMENTS, Notary Public, State of Florida, AND AS VICE PRESIDENT OF MILLROSE PROPERTIES FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR [REDACTED] WHO HAS PRODUCED TO ME THE FORGOING INSTRUMENT AS IDENTIFICATION AND WHO REQUESTED ME TO BE HIS FREE ACT DEEDS, SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS, MY HAND AND OFFICIAL SEAL THIS 18 DAY OF June, 2024.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT Leanne Lamar

PRINTED NAME OF ACKNOWLEDGER: Leanne Lamar

NOTARY PUBLIC STATE OF: Florida

COMMISSION NUMBER: HH 40887

MY COMMISSION EXPIRES: June 28, 2024



NOTARY SEAL

MILLROSE PROPERTIES FLORIDA, LLC.
A FLORIDA LIMITED LIABILITY COMPANY
SEAL



RECORDING STATEMENT

FILED FOR RECORDING ON 18 DAY OF April, 2024
PAGE 1 OF 1 PAGE OF PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PIAF COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

JUAN FERNANDEZ-BARQUIN

CLERK OF THE COURT AND COMPTROLLER

MIAMI-DADE COUNTY, FLORIDA

BY: Leanne Lamar

NOTARY CLERK

Jesus Merritt #310229

LAW OFFICES
BILLING COCHRAN
ESTABLISHED 1977

KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
JEFFERY R. LAWLEY
GINGER E. WALD
SCOTT C. COCHRAN
ALINE O. MARCANTONIO
JOHN C. WEBBER

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

BILLING COCHRAN, P.A.
LAS OLAS SQUARE, SUITE 600
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER
300 AVENUE OF THE CHAMPIONS, SUITE 270
PALM BEACH GARDENS, FLORIDA 33418
(561) 659-5970
(561) 659-6173 FAX

CHRISTINE A. BROWN
GABRIELLA A. FERNANDEZ PEREZ
MARLENE E. GONZALEZ
LORI B. LEWELLEN
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL:
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
DENNIS E. LYLES
BRUCE M. RAMSEY
RICHARD T. WOULFE

WWW.BILLINGCOCHRAN.COM
PLEASE REPLY TO: FORT LAUDERDALE

February 2, 2026

VIA E-MAIL ONLY– asilva@sdsinc.org

Mr. Armando Silva
District Manager
Special District Services
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

**Re: Adjustment to District Counsel Fee Structure
Black Creek Community Development District
Our File: 1039.19016**

Dear Armando:

This firm's current fee structure has been in place since 2019. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, October 1, 2026, as follows:

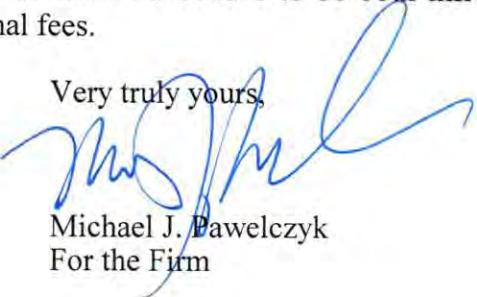
- Attorneys/Partners: \$325.00 per hour
- Attorneys/Associates: \$250.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor.

Mr. Armando Silva
February 2, 2026
Page 2

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,


Michael J. Pawelczyk
For the Firm

MJP/jmp

cc: Brielle Barba, SDS (via email only)