

***Epmore
Community Development District***

December 19, 2025

Epmore

Community Development District

Agenda

Seat 1: Teresa Baluja – (C.)	
Seat 2: Vanessa Perez – (V.C.)	
Seat 3: Carmen Orozco – (A.S.)	
Seat 4: Marc Szasz – (A.S.)	
Seat 5: Raisa Krause – (A.S.)	

Friday
December 19, 2025
10:15 a.m.

The Office of Lennar Homes
5505 Waterford District Drive Miami, Florida
Join the meeting now

Meeting ID: 255 267 174 072 and Passcode: 3ut97oi3
1-872-240-4685 Phone Conference ID: 321 189 93#

1. Oath of Office for Ms. Vanessa Perez and Ms. Raisa Krause – **Page 3**
2. Roll Call
3. Approval of the Minutes for the November 21, 2025 Meeting – **Page 4**
4. Consideration of Acquisition Agreement – **Page 8**
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
6. Financial Reports
 - A. Approval of Funding Request **#4 – Page 24**
 - B. Approval of Unaudited Financials – **Page 25**
7. Supervisors Requests and Audience Comments
8. Adjournment

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

Oath of Office

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

Signature _____

Home Address _____

County of Residence: _____

Telephone #: _____

E-mail: _____

Date: _____

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

Notary Public State of Florida

Print Name

My Commission expires

Personally known _____ or produced identification _____

Type of identification _____

**MINUTES OF MEETING
EPMORE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Epmore Community Development District was held on Friday, November 21, 2025, at 10:15 a.m. at The Office of Lennar Homes, 5505 Waterford District Drive, Miami, Florida.

Present and constituting a quorum were:

Teresa Baluja	Chairperson
Vanessa Perez	Assistant Secretary
Raisa Krause	Assistant Secretary

Also present were:

Juliana Duque	District Manager, GMS
Michael Pawelczyk	District Counsel
Juan Alvarez	District Engineer
Alejandro	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Ms. Duque called the meeting to order.

SECOND ORDER OF BUSINESS

**Approval of Minutes of the
September 12, 2025 Meeting**

Ms. Duque: You have the minutes of the September 12, 2025 meeting. are there any comments, corrections, or changes to the minutes? Hearing no changes, I would ask for a motion to approve them.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the Minutes of the September 12, 2025 Meeting, were approved.

THIRD ORDER OF BUSINESS **Consideration of:**

A. Resolution #2026-01 Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

Ms. Duque: With this resolution, the District approves the agreement between Miami-Dade County and the District to allow the District to use the county’s official public notice website. This also approves or authorizes the Chair or Vice Chair to sign the agreement and any related documents.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, Resolution #2026-01 Local Government Publication of Legal Advertisements and Public Notices on County Designated Website, was approved.

B. First Amendment to District Management Agreement between Epmore Community Development District and Governmental Management Services – South Florida, LLC

Ms. Duque: This amendment updates the original District Management Agreement between the District and GMS; it corrects some errors and clarifies that Florida law governs the agreement. It also updates public records and renewal terms.

Mr. Pawelczyk: When this item was placed on the agenda at the organizational meeting our office, our office’s comments had not been incorporated into the agreement that was executed. We are making sure those comments are included.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the First Amendment to the District Management Agreement between Epmore Community Development District and Governmental Management Services – South Florida, LLC, was approved.

FOURTH ORDER OF BUSINESS **Ratification of Grant of Blanket Easement by TPG AG EHC III (LEN) Multi State 4, LLC**

Ms. Duque: Is there a motion to ratify the grant of blanket easement by TPG AG EHC III (LEN) Multi State 4, LLC?

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the Grant of Blanket Easement by TPG AG EHC III (LEN) Multi State 4, LLC, was ratified.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Pawelczyk: The only thing I have to report is not good news from my standpoint. The bond validation was scheduled for December 11, 2025, and we received notification yesterday that the court is cancelling the hearing because the courthouse staff are all moving from the old courthouse to the new courthouse on December 11th. We are going to schedule a date, and I'm hopeful we can get that rescheduled for early January.

B. Engineer

Ms. Duque: The engineer has nothing additional to report.

C. Manager

1) Consideration of FY2025 – FY2026 Performance Measures and Standards as Required by Florida Statute 189.0694

Ms. Duque: It is required by Florida Statute to comply with a range of performance measures and standards to show transparency, accountability, and the effectiveness of the governance of the District.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the FY2025 – FY2026 Performance Measures and Standards as Required by Florida Statute 189.0694, was approved.

2) Discussion of Maintenance Agreement between the District and the HOA

Ms. Duque: This Maintenance Agreement is between the District and the HOA. It entitles the association to be responsible for the maintenance of certain items, such as roads and landscaping. It also allows the District to step in and take charge if the association is not fulfilling those services. We do ask that the Board approves this agreement in substantially final form, as District staff is still working on finalizing those agreements.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the Maintenance Agreement between the District and the HOA, was approved in substantial form.

SIXTH ORDER OF BUSINESS

Financial Reports

- A. Approval of Funding Request #3**
- B. Approval of Unaudited Financials**

Ms. Duque: You have the Funding Request #3 and the unaudited financials.

Unless there are any questions, I would ask for a motion to approve both of those.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, Funding Request #3 and the Unaudited Financials were approved.

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Duque: Are there any supervisor's requests at this time? We have no audience members present, and I do not hear any requests.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the meeting was adjourned.

Secretary /Assistant Secretary

Chairman / Vice Chairman

ACQUISITION AGREEMENT

This Acquisition Agreement (the “Agreement”) is made and entered into as of this ____ day of _____, 202__ (the “Effective Date”), by and between:

EPMORE 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 Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “District”); and

LENNAR HOMES, LLC, a Florida limited liability company, the 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 established by Ordinance No. 25-43, enacted by the Board of County Commissioners (the “County Commission”) of Miami-Dade County, Florida (the “County”) on May 6, 2025 and effective May 16, 2025 (the “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 38.38 +/- acres of lands within the District, which lands are situated within the unincorporated area of the County and are more particularly described in the Ordinance, incorporated by reference (the “District Lands”); and

WHEREAS, the lands within the District Lands are owned by the Developer and TPG AG EHC II (LEN) Multi State 4, 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 _____, 2025, 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 District Lands, complete the 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 District Lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the lands within the District Lands, including, without limitation, stormwater management and control facilities, including, but not limited to, related earthwork, water and wastewater facilities, including any applicable connection fees; public roadway improvements

including any applicable mobility fees; and related soft and incidental costs, including professional fees, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer's Report, dated July 11, 2025, prepared by Alvarez 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 "Project"), which Engineer's Report and 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 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 District Lands, as described in the Engineer's Report; and

WHEREAS, the District proposes to issue its not-to-exceed \$16,555,000 Epmore Community Development District Special Assessment Bonds 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 Project providing a direct and special benefit to the District Lands, pursuant to a Master Trust Indenture and a First Supplemental Trust Indenture, as each may be supplemented and amended from time to time (collectively, the "Indenture"), which Indenture will be entered into by and between the District and U.S. Bank Trust Company, National Association, as trustee, or a successor trustee approved by the District (the "Trustee"); and

WHEREAS, the District intends to issue its Series 2026 Bonds to finance a portion of the Project; and

WHEREAS, since the Project provides a direct and special benefit to the lands within the District Lands, 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 Project within and benefitting the District Lands; 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 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 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 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 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 Project, an amount not to exceed **TWELVE MILLION ONE HUNDRED NINETY-NINE THOUSAND AND 00/100 (\$12,199,000.00) 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 Project. The total payment to be made by the District for all the Developer's rights or interests in the 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 #1 and Release Conditions #2 (as defined in the Indenture).

2.2 In no event shall the District pay more than the Purchase Price for all of the 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 #1 and Release Conditions #2 to pay for the 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 #1 and Release Conditions #2, 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 Project. The acquisition of the Developer's rights or interest in the Project by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indentures 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 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 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 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 District Lands 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 Project within said District Lands.

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 Indentures 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 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 Indentures 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 #1 and Release Conditions #2, upon proper requisition as provided by the applicable Indentures 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 #1 and Release Conditions #2, 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 #1 and Release Conditions #2 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 #1 and Release Conditions #2 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 #1 and Release Conditions #2 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 #1 and Release Conditions #2 , 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 Indentures 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 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 Project is subject to the terms of the 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 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, the Purchase Price for any component of the 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 quit claim 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 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 #1 and Release Conditions #2 to acquire or construct any remaining portion of the 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 #1 and Release Conditions #2 to acquire or construct any remaining portion of the 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 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 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 of equal date herewith 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 #1 and Release Conditions #2, 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 District Lands.

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 #1 and Release Conditions #2.

8. APPLICATION OF THE INDENTURES. The acquisition of the Developer's rights or interest in any portion or all of the 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 Indentures 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 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 #1 and Release Conditions #2.

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: Epmore Community Development District
5385 N. Nob Hill Road
Sunrise, Florida 33351
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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

EPMORE COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print Name

Print Name

By: _____

Teresa Baluja, Chairperson
Board of Supervisors

Attest: _____

Juliana Duque, Assistant Secretary

_____ day of _____, 202__

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 _____, 202__, by Teresa Baluja, as Chairperson of the Board of Supervisors for **EPMORE 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 _____, 202__, by Juliana Duque, as Assistant Secretary of the **EPMORE 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 _____, 202__

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 _____, 202__, 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 - Project

1. Stormwater Management and Drainage Facilities. All stormwater management and drainage facilities for the Project, including certain earthwork and drainage improvements and facilities for the onsite and offsite roads, consisting of inlets, manholes, pipes, French drains, and appurtenant improvements and facilities throughout the development. These stormwater management and drainage facilities are more particularly described in the Engineer's Report, dated July 11, 2025, prepared by Alvarez 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 Project, as more particularly described in the Engineer's Report, as well as applicable sanitary sewer connection charges for the Project.
3. Water Distribution System and Sanitary Sewer System. The water distribution system for the Project, as more particularly described in the Engineer's Report, as well as applicable water connection charges for the Project.
4. Roadway/Public Right-of-Way Improvements. The roadway improvements for the Project consist of public right-of-way improvements benefitting the District Lands, including onsite entry roads consisting of stabilized subgrades, bases, asphalt pavements, drainage facilities, offsite road improvements consisting milling and resurfacing of pavement, widening and construction of new roads, as well as applicable mobility fees, all as more particularly described in the Engineer's Report.
3. Conveyance of Interests in Land. Easements for the stormwater management and drainage facilities and fee simple interests in the onsite road rights-of-way , as identified in Table 1 of the Engineer's Report will be granted at no cost to the District prior to the conveyance of completed infrastructure. Water and Sewer easements may also be granted to the District or directly to the water and sewer utility prior to or at the time of the conveyance of completed infrastructure to the District, and subsequently by the District to the water and sewer utility.
4. Other Improvements. Those other, appurtenant, and related public infrastructure components of the Project, as described and depicted in the Engineer's Report.

Epmore

Community Development District

BILL TO: Lennar Homes
5505 Waterford District, 5th Floor
Miami, FL 33126

December 19, 2025
Funding Request #4

PAYEE		GENERAL FUND
1	Billing, Cochran, Lyles, Mauro & Ramsey, PA	
	Inv# 195878 - General Counsel (Oct 2025)	\$ 750.00
	Inv# 196320 - General Counsel (Nov 2025)	\$ 1,230.00
2	GMS-SF, LLC	
	Inv# 7 - Management Fees & Expenses (Dec 2025)	\$ 3,000.00
TOTAL		\$ 4,980.00

Please make check payable to:

Epmore Community Development District
5385 N Nob Hill Road
Sunrise, FL 33351

Epmore
Community Development District

Unaudited Financial Reporting
November 30, 2025



Table of Contents

1 Balance Sheet

2-3 General Fund

4 Month to Month

Epmore
Community Development District
Combined Balance Sheet
November 30, 2025

		<i>General Fund</i>
Assets:		
<u>Cash:</u>		
Operating Account	\$	9,311
Due from Developer		33,362
Due from General Fund		-
Prepaid Expenses		-
Deposits		-
Total Assets	\$	42,673
Liabilities:		
Accounts Payable	\$	40,953
Due to Debt Service		-
Total Liabilities	\$	40,953
Fund Balance:		
Nonspendable:		
Prepaid Items	\$	-
Deposits		-
Restricted for:		
Debt Service		-
Capital Project		-
Assigned for:		
Reserves		-
Unassigned		1,720
Total Fund Balances	\$	1,720
Total Liabilities & Fund Balance	\$	42,673

Epmore
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2025

	Adopted Budget	Prorated Budget Thru 11/30/25	Actual Thru 11/30/25	Variance
Revenues:				
Developer Contributions	\$ 109,005	\$ 9,875	\$ 9,875	\$ -
Interest	-	-	-	-
Total Revenues	\$ 109,005	\$ 9,875	\$ 9,875	\$ -
Expenditures:				
<i>General & Administrative:</i>				
Engineering	\$ 10,000	\$ 1,667	\$ -	\$ 1,667
Attorney	15,000	2,500	1,980	520
Annual Audit	6,000	-	-	-
Trustee Fees	5,000	-	-	-
Assessment Administration	2,000	-	-	-
Arbitrage Rebate	550	-	-	-
Dissemination Agent	1,200	-	-	-
Management Fees	35,000	5,833	5,833	(0)
Website Maintenance	1,000	167	167	0
Telephone	-	-	-	-
Postage & Delivery	250	42	-	42
Insurance General Liability	7,000	-	-	-
Printing & Binding	250	42	-	42
Legal Advertising	5,000	833	-	833
Other Current Charges	530	88	-	88
Office Supplies	50	8	-	8
Dues, Licenses & Subscriptions	175	29	175	(146)
Contingency	2,500	417	-	417
Total General & Administrative	\$ 91,505	\$ 11,626	\$ 8,155	\$ 3,471
<i>Operations & Maintenance</i>				
Field Expenditures				
Landscape Maintenance	\$ 15,000	\$ 2,500	\$ -	\$ 2,500
Mail Kiosk	2,500	417	-	417
Subtotal Field Expenditures	\$ 17,500	\$ 2,917	\$ -	\$ 2,917
Total Operations & Maintenance	\$ 17,500	\$ 2,917	\$ -	\$ 2,917
Total Expenditures	\$ 109,005	\$ 14,543	\$ 8,155	\$ 6,388
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (4,668)	\$ 1,720	\$ 6,388
Net Change in Fund Balance	\$ -	\$ (4,668)	\$ 1,720	\$ 6,388
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 1,720	

Epmore
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 9,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,875
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 9,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,875
Expenditures:													
<i>General & Administrative:</i>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	750	1,230	-	-	-	-	-	-	-	-	-	-	1,980
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	2,917	2,917	-	-	-	-	-	-	-	-	-	-	5,833
Website Maintenance	83	83	-	-	-	-	-	-	-	-	-	-	167
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability	-	-	-	-	-	-	-	-	-	-	-	-	-
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 3,925	\$ 4,230	\$ -	8,155									
<i>Operations & Maintenance</i>													
Field Expenditures													
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Mail Kiosk	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 3,925	\$ 4,230	\$ -	8,155									
Excess (Deficiency) of Revenues over Expenditures	\$ 5,950	\$ (4,230)	\$ -	1,720									
Net Change in Fund Balance	\$ 5,950	\$ (4,230)	\$ -	1,720									